



Humboldt Transit Authority
133 V Street
Eureka, CA 95501
(707)-433-0826
hta.org

INVITATION FOR BID (IFB)
FOR
HUMBOLDT TRANSIT AUTHORITY'S
PROJECT 26-01

Office Remodel at
133 V STREET, EUREKA

Invitation for Bid Issued	March 23 rd , 2026
Non-Mandatory Pre-Bid Conference	March 26 th , 2026 @ 9:00am
Questions Due	March 30 th , 2026 @ 4:00pm
Answers Due	April 1 st , 2026 @ 4:00pm
Bids Due	April 3 rd , 2026 @ 3:00pm
Award of Contract	April 8 th , 2026
Notice to Proceed	April 15 th , 2026
Construction Completion	May 22 nd , 2026

Procurement Coordinator

Jerome Qirazi
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133 V St., Eureka, CA 95501

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NOTICE TO BIDDERS

HUMBOLDT TRANSIT AUTHORITY

NOTICE INVITING BIDS

FOR

**Office Remodel at
133 V STREET, EUREKA**

Engineer's Estimate: \$138,054

NOTICE IS HEREBY GIVEN, that the Humboldt Transit Authority (HTA), as Owner, will accept sealed bids for **PROJECT 26-01: Office Remodel AT 133 V STREET, EUREKA**, until 3:00 PM, PT April 3, 2026, at which time bids will be publicly opened and read. All bids shall be addressed and delivered by mail, courier or package delivery service, or hand delivered as follows:

**Humboldt Transit Authority
c/o Jerome Qiriaz
Project 26-01
133 V Street
Eureka, CA 95501**

The envelope shall also state the name and address of the submitting firm. HTA will not accept bids submitted by fax or by email. **Bidders must submit 1 copy of the Bid and related documents.**

Bids will not be accepted after the day and time specified above. All bids received after said time/date will be time stamped and returned unopened to the bidder. Bids will be opened publicly immediately after the day and time specified above at the same location.

The work consists of furnishing all labor, materials, equipment and other and services necessary for the Office Remodel located at 133 V Street, Eureka, CA ("Project").

Bid documents and reference materials may be inspected at the HTA Main Office, 133 V Street, Eureka, CA, for no fee by calling the Procurement Coordinator in advance. Digital copies of the Bid Documents may be downloaded for free from the Procurement Website at **https://hta.org/procurement-opportunities/26-01_ifb**. Hardcopies of the Bid Documents can be obtained at the cost of \$40 by contacting the Procurement Coordinator. No bid will be considered unless it is made

on the forms furnished by HTA and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law and as described in the contract documents.

Bidders must be licensed in accordance with the "Contractor's License Law," Chapter 9 of Division 3 of the California Business and Professionals Code. At the time of submitting a bid, bidders must possess a current, valid State of California **Class A (General Engineering), Class B (General Building), or equivalent combination of specialty Contractor's Licenses such as C-21 (Building Moving/Demolition) for the Work.** The Owner will verify licensing with the Contractor's State License Board prior to contract award.

An optional pre-bid conference and walk through will be held on March 26, 2026 at 9:00 am. Prospective Bidders shall meet at the lobby area of the existing office located at 133 V Street. **The attendance of Bidder's representative is strongly encouraged.**

Pursuant to Labor Code section 1771.1, HTA will not accept any bid from or enter into a contract with any bidder without proof that the bidder and its prospective subcontractors are registered with the DIR to perform public work pursuant to Labor Code section 1725.5. Bidders shall provide proof of registration with the DIR by completing the required form included in the Invitation to Bidders. If awarded a Contract, the bidder and its subcontractors of any tier shall maintain active registration with the DIR for the duration of the Project.

This Project is a "public work" subject to the requirements of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR") including the **payment of prevailing wage.** The Contractor and all subcontractors shall pay wages at the rates determined by the Director of the DIR. Copies of these rates are on file HTA located at 133 V St., Eureka, CA 95501 and will be made available to any interested party on request. They are also available at <http://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>. The Contractor shall post a copy of the DIR's rates at each job site.

All bids must be accompanied by cash, cashier's check, certified check, or Bid Bond made payable to HTA in the sum of not less than ten percent (10%) of the amount of the total bid price. The cash, cashier's check, certified check or bond shall be given as a bid guarantee. Said bid security shall be enclosed in the same envelope as the bid proposal and HTA will not consider any bids that fail to include the required bid security. The bid security will be declared forfeited if the successful bidder fails to execute a contract with HTA within seven (7) calendar days after notice of contract award. Upon a Contract award to the successful bidder, bid securities shall be returned within a reasonable time period.

Prior to performance of any work hereunder, the successful bidder shall be required to furnish both a Payment Bond (also called a Materials and Labor Bond) in the

amount of one hundred percent (100%) of the Contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract price.

All bonds are to be secured from a surety company authorized by the State of California, who meets all requirements of the State of California as defined in Code of Civil Procedure sections 995.120 and 995.660, and who is acceptable to HTA. Bonds must be provided on the forms in the Contract Documents.

Bidders are hereby notified that in accordance with the provisions of Public Contract Code section 22300, securities may be substituted for any monies which HTA may withhold pursuant to the terms of this Contract to ensure performance.

The Contract award, if any, will be made by the Governing Board of Directors of the HTA to the lowest responsive, responsible bidder whose bid complies with the requirements of the Invitation for Bidders. HTA reserves the right to waive any information or irregularities in the bids. HTA reserves the right to reject all bids received. The Contractor shall execute the Contract within three (3) calendar days after receipt of the Contract from HTA.

Questions regarding this Notice Inviting Bids may be directed to the Procurement Coordinator.

Dated:

Katie Collender
Acting General Manager
Humboldt Transit Authority

1 INSTRUCTIONS TO BIDDERS

1.1 PROJECT DESCRIPTION, SUBMITTAL OF BIDS

The Work for this bid involves the remodel of an office building located at 133 V Street, Eureka, CA 95501 as specified in the Project Drawings, Project Manual Technical Specifications, and the Contract Documents ("Project"). All bids must be made on the Forms contained in Section 2. All Forms must be completed in accordance with these instructions and the bid documents, with all blank spaces properly filled in. No additions or changes to phraseology may be made. Any alterations of bid amounts by interlineation or erasure must be initialed and explained or noted in the bid over the Bidder's signature.

Sealed bids must be delivered to the Main Office of the Humboldt Transit Authority located at 133 V Street, Eureka, CA 95501, until **3:00 PM, PST, April 3, 2026**, and which will be publicly opened at that time. All bids received after said time and date will be timed-stamped and returned unopened to the submitter. HTA will not accept bids submitted by fax or email. Bids shall be addressed or hand delivered as follows:

**Humboldt Transit Authority
c/o Jerome Qiriazzi
Project 26-01: Office Remodel
133 V Street
Eureka, CA 95501**

The outside of the envelope shall state the name and address of the bidder.

1.2 CONSEQUENCE OF BID SUBMITTAL

- A. Acceptance by the Owner of a bid obligates the bidder to enter into an agreement with the Owner in the form included in the bid documents and to perform all Work as specified or indicated in the bid documents for the prices and times specified in the bid and in accordance with the other terms and conditions of the bid documents.
- B. A contract shall not be binding or valid against the Owner unless or until it is executed by the Owner and the bidder.

1.3 DISQUALIFICATION

Any of the following may be considered cause to disqualify a bidder without further consideration:

- A. Evidence of collusion among bidders;
- B. Any attempt to improperly influence any member of the evaluation panel;

1.4 BIDDER'S SUBMITTAL

The bidder shall complete bid forms as follows:

- A. Complete all blanks in ink.

- B. Sign the Bid Form in ink with names printed in ink below the signatures.
- C. Erasures or alterations must be initialed in ink by the person signing the Bid Form.
- D. Indicate a Bid price for each section, Bid item, alternate, adjustment unit price item, and unit price item listed.
- E. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- F. Unauthorized conditions, limitations, or modifications attached to the Bid will render it informal and may cause its rejection as being non-responsive.
- G. Oral, telegraphic, faxed or telephone Bids or modifications will not be considered.
- H. Alternative Bids will not be considered unless expressly called for in the bid documents.
- I. Additions must not be made to the bid forms unless expressly called for in the bid documents.

Each bid must be accompanied by a satisfactory bond, or certified or cashier's check payable to the order of the Humboldt Transit Authority, in an amount not less than ten percent (10%) of the total sum of all items in the bid, as a guaranty that the bidder will enter into the proposed contract and give the required bonds within ten calendar days after receipt of notice of contract award.

Bidders must submit 1 copy of the Bid.

If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents:

- A. The printed copy of the Bid Form must be clearly legible, printed on 8-1/2 inch by 11 inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical.
- B. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that required information and submittals are included with the Bid.

If the bid is made by an individual, it must be signed by the full name of the bidder and full address must be provided. If the bid is made by a firm, it must be signed with the partnership named by a member of the firm, and the full name and address of each member must be given. If the bid is made by a corporation, it must be signed by an officer duly authorized to bind the corporation.

1.5 RESPONSIBLE BIDDERS, RESPONSIVE BIDS

The responsiveness, competency and responsibility of bidders and of their proposed subcontractors may be considered in making the award of contract. Bidders may be

required to furnish evidence satisfactory to HTA (the "Owner") that bidder and their proposed subcontractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner. The Owner reserves the right to reject the bid of any bidders as not responsible and not qualified to do the particular work under consideration who have previously failed to perform properly or to complete on time contracts with the Owner of a nature similar to this project. Other factors that may be considered by the Owner to determine a responsible bid and the overall capability of the bidder to satisfactorily complete the work under consideration may include, but are not limited to: insufficient experience, experience on other public projects, experience doing the same type of work, length of tenure and capacity with bonding or insurance company, financial stability, and whether a bidder has been terminated on other projects.

A responsive bid is one that meets all terms, conditions, and specifications of the bid. The bid must comply with the content requirements of the bid documents. The bidder must perform and do what the bid documents and contract require and say they must do, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. Other examples where a bid might be declared and found to be non-responsive include:

- Bid is substantially incomplete or missing required items
- Bid is not signed
- Bid is delivered late
- No acknowledgement of critical addenda
- Significant discrepancies appear in the response

A responsive bid conforms to bid specifications. However, a bid which substantially conforms, though not strictly responsive, to a call for bids may be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. The Owner reserves the right to reject any and all bids or alternatives, waive any informality or irregularity in the bids or in the bidding, and to determine responsiveness and responsibility of bidder, including but not limited to those areas mentioned above.

The Project shall adhere to the Humboldt Transit Authority Purchasing Policy and Procedures and the laws applicable to the Owner will prevail in all disputes.

1.6 EXAMINATION OF BID MATERIALS

Bidders shall thoroughly examine and be familiar with the bid documents including all Project specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or become acquainted with all existing conditions shall in no way relieve any bidder from any obligations with respect to Bidder's offer or to the contract. The submission of a

Request for Bid shall be taken as prima facie evidence of compliance with this section.

Should a Bidder find discrepancies in or omissions from the drawings or other contract document, or should be in doubt as to their meaning, they shall at once notify the Procurement Coordinator. The Owner will send written instructions to all bidders. Neither Owner nor its representative will be responsible for any oral instructions. No interpretations will be issued later than two (2) calendar days prior to the bid due date so that all inquiries can be answered in writing and distributed to all bidders in the form of addenda to the contract in ample time before the bid opening date.

The submission of a bid shall be deemed a representation and warranty by the bidder that it has investigated all aspects of the bid, that it is aware of the applicable facts pertaining to the bid process and its procedures and requirements, and that it has read and understands the bid

BIDDER'S RESPONSIBILITY - the bidder shall examine the full bid package carefully. They shall investigate and satisfy themselves as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid, plans and specifications of the contract.

1.7 ADDENDA AND INTERPRETATION

The Owner will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the Owner, or its agent or any representative except as set forth in the bid documents. Any request for clarifications/questions/answers by a bidder shall be made no later than March 30, 2026, in writing or email, and delivered to

Humboldt Transit Authority
c/o Procurement Coordinator
Project 26-01
133 V Street
Eureka, CA 95501
jerome@hta.org

All responses to any clarifications and questions will be posted at the Owner's procurement website at least 2 days before the bid due date and will become a part of the bid. The procurement website is located at

https://hta.org/procurement-opportunities/26-01_ifb

All contractors that plan to bid on this project must monitor the website for any clarifications or responses to any questions.

Failure of Bidder to submit signed addendum(s) with their Bid may be cause for rejection.

1.8 OPTIONAL PRE-BID CONFERENCE / WALK THROUGH

A pre-bid conference and walk through will be held on March 26, 2026 at 9:00 am PT. Prospective Bidders shall meet at the lobby area of the Main Office of the Humboldt Transit Authority located at 133 V Street, Eureka, CA. **The attendance of Bidder's representative is strongly encouraged.**

1.9 SITE INSPECTION

Each bidder shall familiarize themselves with the local conditions under which the work is to be performed, and correlate the location with the requirements of this Request for Bid's specifications, as applicable. No variations or allowances from the contract sum will be made because of lack of such examination.

1.10 BID WITHDRAWAL

Any Bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled opening time of receipt of bids.

1.11 OPENING OF BIDS

Bids will be opened and read at or about the time set in the advertised Notice Inviting Bids. Bidders, or their representatives, and other interested persons may be present at the opening of bids.

1.12 AWARD OR REJECTION OF BIDS

The contract, if awarded, will be awarded to the lowest responsible bidder based on the lowest total bid received and in compliance with these instructions and the advertised Notice Inviting Bids, provided the bid is reasonable and it is in the interest of the Owner to accept it. The Owner reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bids or in the bidding.

A bid shall be prepared and submitted in accordance with the provisions of the Notice Inviting Bids, these bid instructions, and all specifications. Any alteration, omission, addition, variance, or limitation of, from, or to a bid may be sufficient grounds for rejection of the bid. Owner has the right to waive any defects in a bid if the Owner chooses to do so.

The Owner may not accept a bid if:

- A. Any of the bid forms are left blank or are materially altered;
- B. Any document or item necessary for the proper evaluation of the bid is incomplete, improperly executed, indefinite, ambiguous, or missing.

1.13 ALL BID DOCUMENTS ARE PART OF FINAL CONTRACT

All bid documents, letters, and materials submitted by the Bidder shall be binding and included as part of the final contract. Unauthorized conditions, limitations or provisions attached to this bid may render it nonresponsive and may cause its rejection.

1.14 PUBLIC RECORD

All bids become property of the Owner. All bids, including the accepted bid and any subsequent contract become public records per the requirements of the California Government Code, Sections 7920.000 et seq., "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not considered proprietary information.

The Owner will treat all information submitted in a bid as available for public inspection once the Owner has selected a contractor. If the bidder believes that they have a legally justifiable basis under the California Public Records Act for protecting the confidentiality of any information contained within the bid, they must identify any such information, together with the legal basis of their claim in the bid. In order for the Owner to assess confidentiality of any such information on their behalf, the bidder must request, execute and submit an Owner-prepared written agreement to defend and indemnify the Owner for any liability, costs, and expenses incurred in asserting such confidentiality as part of their bid. The final determination as to whether the Owner will assert the claim of confidentiality on their behalf shall be sole discretion of the Owner.

1.15 PERFORMANCE AND PAYMENT BONDS

The Bidder shall furnish the Owner, within five (5) calendar days of the Notice of Award of Contract (or as otherwise specified in the Notice of Award of Contract) original performance and payment bonds as follows:

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

1.16 LISTING OF SUBCONTRACTORS

All bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4104 et seq.) and shall provide the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the Plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid. In accordance with California PCC, Section 4104, Owner may request additional subcontractor information from the apparent successful Bidder and any other Bidder to be submitted within 24 hours after the deadline established by Owner for receipt of bids.

1.17 RETURN OF BID GUARANTIES

All bid guaranties will be held until the Contract Agreement has been fully executed, after which they will be returned to the respective bidders whose bids they accompany. If the Contract is not awarded, or the Contract Agreement is not executed, bid guaranties will be returned in accordance with Public Contracts Code Sections 20172 – 20175.

1.18 EXECUTION OF CONTRACT AGREEMENT

The Contract Agreement shall be executed by the successful bidder and returned, together with the Contract bonds, insurance certificates and endorsements, within ten (10) days after written notice of the award of the Contract. If the bidder fails or refuses to enter into the contract agreement within the required time, then the bid guaranty accompanying the bid shall be forfeited to the HTA pursuant to Public Contracts Code Section 20172.

1.19 BID PROTEST PROCEDURE

Any bid protest must be in writing and must be received by the Procurement Coordinator at Humboldt Transit Authority, 133 V Street, Eureka CA, 95501 before 5:00 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

- a. Only a bidder who has actually submitted a bid is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
- b. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is

based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

- c. A copy of the protest and all supporting documents must also be transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. The protested bidder may submit a written response to the protest, provided the response is received by the Procurement Coordinator before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.
- e. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

2 BIDDER'S CHECKLIST

Did you:

	Complete and sign Forms A through K and place in sealed envelope.
	Recheck your math on each item extension and total column. Do not superimpose numerals on your bid forms. If erasures or interlineations appear on your bid form, they must be initialed by the person preparing the bid.
	Include with your bid the 10% bidder's security, bidder's bond, certified or cashier's check.
	Review all clarifications/questions/answers on this project from time to time as updates may be posted for Addenda in advance of the bid opening date.
	Include with bid, name and e-mail address for Owner to contact.
	Submit ORIGINALS of all bid documents.
	Deliver sealed to the office of Humboldt Transit Authority, 133 V Street, Eureka, CA

This checklist is for your information only and does not need to be submitted with your bid.

3 BID FORMS

The following forms must be completed and included in the bid.

Number	File Name
A	Bid Form
B	Bidder's Security
C	Proposed Subcontractor List
D	Noncollusion Declaration
E	Statement Acknowledging Penal and Civil Penalties Concerning Licensing Laws
F	Declaration of Eligibility to Contract
G	Organizational Conflict of Interest Certification
H	Certification of OSHA Compliance
I	Other Code Compliance
J	Industrial Safety Record
K	Labor Certification

4 STANDARD TERMS AND CONDITIONS

4.1 GENERAL PROVISIONS

4.1.1 Definitions

The following words when used in the Contract Documents shall have the meanings given below:

- a. "Bid" shall mean the full set of completed forms submitted by the bidder to the Owner in response to the Invitation for Bids.
- b. "Contract" shall mean the entire set of terms, conditions, requirements and directions that collectively constitute the obligations of the Contractor in the performance of the Work.
- c. "Contract Agreement" shall mean the written agreement between the Contractor and HTA to perform the work listed in the Contract Documents.
- d. "Contract Documents" Those items so designated in the Contract Agreement, which together comprise the Contract.
- e. "Contractor" shall mean the party entering into contract with the HTA for the performance of Work covered by this Contract and their authorized agents or legal representatives.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of twenty-four hours each.
- g. "Engineer," means Whitchurch Engineering, Inc.
- h. "Final Acceptance" shall mean written notice issued upon the acceptance by Owner (with the Project Manager's recommendation) that all Work has been fully completed in a satisfactory manner and in compliance with the Contract Documents.

- i. "Humboldt Transit Authority" or "HTA" shall mean the Humboldt Transit Authority, a California joint powers authority, acting through its Board any other official or officials to which or to whom the power belonging to the Board shall by virtue of any act or acts, hereafter pass or be held to appertain.
- j. "Owner" shall mean the Humboldt Transit or HTA.
- k. "Project Drawings" shall mean and include 1) all drawings or plans which may have been prepared by or on behalf of the HTA, as a basis for bids, when duly signed and made a part of this contract by incorporation or reference, 2) all drawings submitted in pursuance of the terms of this contract by the successful bidder with his or her bids and by the Contractor to the HTA if and when approved by the Engineer, 3) all drawings submitted by the Project Manager to the Contractor during the progress of the work as provided for herein;
- l. "Project Manager" shall mean the individual officially appointed by the Owner to monitor the work described in the Contract Documents and related construction under this contract, acting personally or through agents or assistants duly authorized by them, such agents or assistants acting within the scope of the particular duties entrusted to them. Whitchurch Engineering, Inc. is the Project Manager.
- m. "Project Manual Technical Specifications" shall mean all specifications included as part of the Project Manual document or otherwise prepared by or on behalf of the HTA, as a basis for bids, when duly signed and made part of this contract by incorporation or reference.
- n. "Special Provisions" shall mean the section of the Contract Documents that addresses special specifications that bidders must adhere to in submitting their bid documents in addition to all other provisions.
- o. "Substantial Completion" shall mean the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or a specified part thereof) is sufficiently complete so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
- p. "Work" shall mean and include all the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Project Manager.

4.1.2 Usage of Certain Terms

Wherever used in the Contract Documents, "shall" is mandatory; and "may" is discretionary.

4.1.3 Interpretation of Special Provisions and Project Documents

The Special Provisions, Project Drawings, Project Manual Technical Specifications, and other specifications, if any, are intended to be explanatory of each other. Any work indicated in the one such document and not in the other or others, or vice versa, is to be executed as if indicated in all. In case of a discrepancy or conflict between the Project Manual Technical Specifications and Project Drawings, the Project Manual Technical Specifications shall govern. All work shown on any Project Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Project Manager for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Project Manager and their decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of the Special Provisions.

4.1.4 Liability of HTA Officials

Neither HTA, nor its officials, officers, employees, agents or contractors, including but not limited to the Project Manager, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this Contract.

4.2 BONDS

4.2.1 Faithful Performance Bond

As a part of the execution of the Contract Agreement, the Contractor shall furnish a bond of an admitted surety company, with an A.M. Best Financial Strength Rating of A- or better, or other securities providing equivalent protection such as cash, letter of credit, or certificates of deposit, acceptable to the Owner, conditioned upon the faithful performance of all covenants and stipulations under this contract.

4.2.2 Labor and Materials Bond (Payment Bond)

As a part of the execution of the Contract Agreement, the Contractor shall furnish a bond of a surety company, with an A.M. Best Financial Strength Rating of A- or better, or other securities providing equivalent protection such as cash, letter of credit or certificates of deposit acceptable to the Owner in a sum not less than 100 percent (100%) of the total contract price, as this sum is set forth in the agreement

for the payment in full of all persons, companies or corporations who perform labor upon or furnish materials to be used in the work under this contract, in accordance with the provisions of Sections 3247 through 3252 inclusive of the Civil Code of the State of California and any acts amendatory thereof.

4.2.3 Defective Material and Workmanship Bond

If required in the Contract Documents, as a condition precedent to the completion of this contract, the Contractor shall furnish a bond of a surety company acceptable to the Owner in an amount not less than 15 percent (15%) of the total contract price, to hold good for a period of one (1) year after the completion and acceptance of the work, to protect HTA against the results of defective materials, workmanship and equipment during that time. This bond shall be delivered to the Owner before the final payment under this contract will be made.

4.2.4 Notification of Surety Companies

The surety companies shall familiarize themselves with all of the conditions and provisions of this Contract and they waive the right of special notification of any change or modification of this contract or of extension of time, or decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by the Owner or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety companies of changes shall in no way relieve the surety companies of their obligation under this Contract.

4.3 INSURANCE AND INDEMNITY

4.3.1 Insurance

During the term of the Agreement, the contractor will carry and maintain in full force, insurance of the types and minimum amounts specified in the Contract Documents with a company or companies as are acceptable to Owner, insuring Bidder while Bidder is performing duties under this Agreement.

Bidder agrees that Bidder is responsible to ensure that the requirements set forth in the Contract Documents are also be met by Bidder's subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed at the Owner's administrative office.

- A. **Workers' Compensation:** A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California.
- B. **Comprehensive General Liability Insurance:** The policy shall have combined single limits for bodily injury and property damage of not less than the amounts set forth in the Contract Documents.
- C. **Automobile Liability:** Contractor shall maintain business automobile insurance coverage at amounts not less than set forth in the Contract Documents.

- D. **Additional Named Insured:** All policies, except for workers' Compensation shall contain additional endorsements naming the Owner and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of performance of services.
- E. **Policies Primary and Non-Contributory:** All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by the Owner.
- F. **Proof of Coverage:** Bidder shall immediately furnish certificates of insurance to the Owner evidencing the insurance coverage, including endorsements for each separate policy, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Owner and Bidder shall maintain such insurance from the time Bidder commences performance of services hereunder until the completion of such services.
- G. **Payment Withheld:** If Bidder does not obtain the described insurance, or if Owner is not furnished at the time specified with the requisite insurance certificates, or if the described insurance is terminated, altered, or changed in a manner not acceptable to Owner, Owner may withhold payments to the Bidder or terminate this Agreement.
- H. **Liability:** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Bidder from liability in excess of such coverage, nor shall it preclude the Owner from taking such other actions as available to it under any other provision of this Agreement or otherwise in law.

4.3.2 Indemnity

Contractor shall hold harmless, defend, and indemnify Owner and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Owner.

4.4 SUBCONTRACTORS

4.4.1 Contractor Liability For Subcontractors

The Contractor assumes full responsibility, including insurance and bonding requirements, for the quality and quantity of all work performed, and shall be as fully responsible for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

4.4.2 Flow Up Liability

Each subcontractor shall be obligated to Contractor and the Owner in the same manner and to the same extent as Contractor is obligated to the Owner under the Contract Documents. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of this Contract that are applicable to the work of subcontractors. If hiring a sub-subcontractor to perform any Work, the subcontractor shall include in the subcontract all provisions of the Contract Documents including all insurance and indemnity provisions that are applicable to said subcontractor's scope of work.

4.4.3 Subcontractor Insurance

Contractor shall furnish a copy of the Contract insurance and indemnity provisions to any subcontractor upon request. Upon request from the Owner, Contractor shall provide insurance certificates and endorsements of its subcontractors.

4.4.4 No contractual Relationship with Owner

Nothing contained in this Contract shall be construed to create or shall be relied upon to create any contractual relationship between any subcontractor and the Owner and no action may be brought by any subcontractor against the Owner based on this Contract.

4.4.5 Notice to Owner about Subcontractor

Prior to commencing work on a subcontract, Contractor shall file with the Owner a written statement confirming the information submitted with the original bid by showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the work and the dollar amount to be so subcontracted.

4.5 ADDITIONAL RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

4.5.1 Legal Address of Contractor

Both the address given in the bid and the Contractor's office in the vicinity of the work are hereby designated as places to which drawings, samples, notices, letters or other articles or communications to the Contractor may be mailed or delivered. The delivery at either of these places of any such thing from the Owner or its agents to the Contractor shall be deemed sufficient service thereof upon the Contractor and the date of such service shall be the date of such delivery. The address named in the bid may be changed at any time by notice in writing from the Contractor to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to or upon the Contractor personally.

4.5.2 Office of Contractor at Site

No office will be provided at the Work site. The Contractor may not place a temporary office on site. No additional payment will be made for an office.

4.5.3 Attention to Work

The Contractor shall give his or her personal attention to and shall supervise the Work to the end that it shall be prosecuted faithfully and when he or she is not personally present on the Work, he or she shall at all reasonable times be represented by a competent superintendent or foreman who shall receive and obey all instructions or orders given under this contract and who shall have full authority to execute the same and to supply materials, tools and labor without delay and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or her or to his or her authorized representative.

4.5.4 Regulations and Permits

The Contractor shall secure and pay for permits unless otherwise stated in the technical specifications, give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Plans and Special Provisions are at variance therewith, he or she shall promptly notify the Project Manager in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work.

4.5.5 Approval of Contractor's Plans

The approval by the Project Manager of any drawing or any method of work proposed by the Contractor in accordance with Section 4.6.2 shall not relieve the Contractor of any of his or her responsibility for his or her errors therein and shall not be regarded as any assumption of risk or liability by the Owner or any officer or employee thereof and the Contractor shall have no claim under this contract on account of the failure or partial failure or inefficiency of any plan or method so approved. Such approval shall be considered to mean merely that the Project Manager has no objection to the Contractor's using, upon his or her own full responsibility the plan or method approved.

4.5.6 Suggestions to the Contractor

Any plan or method of work suggested by the Project Manager to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Project Manager and the Owner shall assume no responsibility thereof.

4.5.7 Termination of Unsatisfactory Subcontracts

If any subcontractor(s) fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be terminated immediately by the Contractor upon notice from the Project Manager.

4.5.8 Proof of Compliance with Contract

In order that the Project Manager may determine whether the Contractor has complied with the requirements of this contract, not readily enforceable through inspection and tests of the work and materials, the Contractor shall, at any time

when requested, submit to the Project Manager properly authenticated documents or other satisfactory proofs as to his or her compliance with such requirements.

4.5.9 Errors and Omissions

If the Contractor, in the course of the work, finds any errors or omissions in Plans or in the layout, or if he or she finds any discrepancy between the Plans and the physical conditions of the locality, he or she shall immediately inform the Project Manager, in writing and the Project Manager shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

4.5.10 Cooperation

The Contractor shall cooperate with all other contractors who may be performing work in behalf of the Owner and workers who may be employed by the Owner on any work in the vicinity of the work to be done under this contract with the work of such contractors or workers. They shall make good promptly, at their own expense, any injury or damage that may be sustained by other contractors or employees of the Owner at their hands. Any difference or conflict which may arise between the Contractor and other contractors, or between the contractor and workers of the Owner in regard to their work shall be adjusted and determined by the Project Manager. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or of the Owner, the Contractor shall on that account have no claim against the Owner other than for an extension of time.

4.5.11 Hiring and Dismissal of Employees

The Contractor shall employ only such forepersons, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Project Manager shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this Contract, or uses threatening or abusive language to any person on the work representing the Owner, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be reemployed upon it except with the consent of the Project Manager.

4.5.12 Prevailing Wage, Wage Rates

- a. Contractor shall pay all mechanics and laborers employed or working upon the site of the Work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.
- b. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$200.00 for each calendar day or portion thereof, for each worker

paid less than the applicable prevailing wage rates for such work or craft in which such worker is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such applicable prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the applicable prevailing wage rate shall be paid to each worker by the Contractor.

- c. Pursuant to Section 1770 of the California Labor Code, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the Work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
- d. Owner will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Project Manager. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its bid and will not in any circumstances be considered as the basis for a claim against the Owner.

4.5.13 Apprentices

- a. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him. Contractor and any subcontractor under him or her shall comply with the requirements of said sections in the employment of apprentices.
- b. 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.
- c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4.6 RESPONSIBILITIES AND RIGHTS OF OWNER

4.6.1 Other Operations at Site

In addition to and apart from the Work under the Contract Documents, the Owner may conduct operations and other work adjacent to or at the Work site. Owners shall give Contractor advance notice of operations that will directly impact the Work site. Contractor shall provide safe access to Owner, and Owner's employees,

agents, and contractors to the Site as reasonably required for the other work and/or operations.

4.6.2 Authority of the Project Manager

Owner has appointed and employed the Project Manager as its authorized representative and agent for purposes of managing and overseeing the Project construction. In addition to other authority stated in the Contract Documents, the Project Manager has authority to:

- a. Inspect the Work site;
- b. Monitor Contractor's compliance with the Contract Documents, including Labor Code requirements;
- c. Decide all questions relative to the true construction, meaning and intent of the Special Provisions and Drawings,
- d. Reject all Work or material which does not conform to the terms of the Contract Documents;
- e. Perform such other construction management tasks for the Project as requested by Owner.

4.6.3 Inspection or Testing of Work

The Project Manager and their representatives shall at all times have access to the Work whenever it is in progress. If the Contract Documents, the Project Manager's instruction, laws, ordinances, or any public authority requires any work to be specially tested or approved, the Contractor shall give the Project Manager timely notice of its readiness for inspection; and, if the inspection is by an authority other than the Project Manager, of the date fixed for such inspection. Inspections by the Project Manager will be made promptly. If any work is covered without approval or consent of the Project Manager prior to inspection, it must, if required by the Project Manager, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any Work may be ordered by the Project Manager and, if so ordered, the Work must be uncovered by the Contractor. If such work is found to be in accordance with the contract documents, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the contract documents, the Contractor shall pay such cost.

4.6.4 Rights-of-Way, Easements

The Owner will provide all rights-of-way and easements in or beneath all utilities and other structures that will be constructed by the Contractor under this Contract.

4.6.5 Retention of Imperfect Work

If any portion of the Work done or material furnished under this Contract shall prove defective and not in accordance with the Contract Documents, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the Work dangerous or undesirable, the Project Manager shall have the right and

authority to retain such work instead of requiring the imperfect work to be removed and reconstructed, and Owner may make reasonable deductions in the payments due or to become due the Contractor as a result of the imperfect work retained.

4.6.6 Suspension of Work

The Owner may at any time suspend the Work or any part thereof by giving five (5) days written notice to the Contractor ("Notice of Work Suspension"). The Work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connection with the Work under this Contract as a result of such suspension.

4.6.7 Right of Owner to Terminate Contract

The Owner may terminate the Contract for the following events (each, an "Event of Default"):

- 1) the Contractor is adjudged bankrupt,
- 2) the Contractor makes a general assignment for the benefit of the Contractor's creditors,
- 3) appointment of a receiver due to Contractor's insolvency,
- 4) Contractor's persistent or repeated refusal or failure to supply sufficient properly skilled workers or proper materials,
- 5) Contractor's failure to make prompt payments to subcontractors or for material or labor,
- 6) Contractor's repeated failure to comply with Contractor's obligations under the Contract Documents, or
- 7) Contractor's persistent disregard of laws, ordinances or the instructions of the Project Manager.

Owner may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the Contract and take possession of the premises and of all materials, tools and appliances and finish the Work by whatever method the Owner 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 of the Contract price exceeds Owner's cost to complete the Work, including compensation for additional managerial and administrative services, the remainder of the Contractor's unpaid balance will be paid. If such cost to Owner exceeds any unpaid balance to Contractor, the Contractor shall pay the difference to the Owner.

4.6.8 Use of Completed Portions

The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the time for completing the entire Work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any Work not

completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the Work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Owner may determine.

4.6.9 Additional and Emergency Protection

Whenever the Contractor fails to take or implement sufficient safety precautions, sufficient protections of the Project, or sufficient protections of adjacent structures or property, the Owner, with or without notice to the Contractor may provide suitable protections as shall provide such protection. Contractor shall pay Owner for the cost and expense of implementing such protections. Owner reserves the right to deduct such costs from any amounts due or to become due the Contractor.

4.7 CHANGES TO THE CONTRACT

4.7.1 Amending and Supplementing the Contract

The Contract may be amended or supplemented by a Change Order or a Field Order, as that term is defined below. Any change in the Contract Price or the Contract Times must be set forth in a Change Order signed by the Owner.

4.7.1.1 Field Order

For purposes of this Contract, a Field Order is a written order issued by the Project Manager which requires minor changes in the Work but does not change the Contract Price or the Contract Times. Field Orders are incorporated into the Contract upon issuance. Contractor shall promptly perform the Work described in the Field Order. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Time, Contractor may submit a Change Proposal prior to implementing the Field Order.

4.7.1.2 Change Order

Without invalidating the Contract and without notice to any surety, Owner may, at any time, order additions, deletions, or revisions in the Work through a Change Order. If Owner and Contractor have agreed as to the effect, if any, of changes to Contract Time or Contract Price, Contractor shall promptly proceed with the Change Order Work; or, in the case of deletion or reduction in the Work, shall promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents. Nothing in this Paragraph obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

4.7.1.3 Unauthorized Changes in the Work

Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Section 4.8.11.

4.7.2 Change of Contract Price

The Contract Price may only be changed by a Change Order. An adjustment in the Contract Price will be determined as follows:

- a. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved;
- b. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit); or
- c. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the sum of all costs necessary for the proper performance of the Work plus a Contractor's fee for overhead and profit shall be fixed at 10% of the cost of performing the changed Work.

4.7.3 Change in Contract Time

The Contract Time may only be changed by a Change Order. Any Change Proposal for a Contract Time extension based on an unavoidable delay shall be submitted within five (5) calendar days of the occurrence of the event giving rise to the claim. Failure to file a Change Proposal for a time extension due to unavoidable delay within the time specified shall constitute a waiver of said claim.

4.7.4 Change Proposals

4.7.4.1 Submittal

Contractor may submit a Change Proposal to the Project Manager to request an adjustment in the Contract Time or Contract Price. The Change Proposal must specify any proposed change in Contract Time or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues. Each Change Proposal shall be submitted to the Project Manager within 30 days after the start of the event giving rise thereto. All supporting data must be submitted to the Project Manager within 7 days after the submittal of the Change Proposal, unless the Project Manager grants an extension for time to submit the supporting information. The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

4.7.4.2 Owner Action on Change Proposal

Within 30 days after Owner's receipt of the Contractor's Change Proposal supporting data and additional data, if any, requested by the Project Manager, the

Owner will conduct a full review of the Change Proposal and issue in writing an approval of the Change Proposal in whole, denial in whole, or approval in part and deny it in part. The Owner's decision is final and binding upon Owner and Contractor, unless Contractor appeals the decision by filing a Claim in accordance with the Contract Documents.

4.7.5 Notice to Surety

If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change

4.8 WORKMANSHIP, MATERIALS AND EQUIPMENT

4.8.1 General Quality

Materials and equipment shall be new and of a quality equal to that specified or approved. Work shall be done and completed in a thorough and workmanlike manner.

4.8.2 Quality in Absence of Detailed Specifications

Whenever this Contract provides that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

4.8.3 Materials and Equipment Specified by Name

Whenever any material or equipment is indicated or specified by patent or proprietary name or by the name of the manufacturer, such specification shall be considered as used for the purpose of describing the material or equipment desired and shall be considered as followed by the words "or approved equal". The Contractor may offer any material or equipment which shall be equal, or better, in every respect to that specified, provided that written approval first is obtained from the Project Manager.

4.8.4 Source of Materials

Price, fitness and quality being equal, preference shall be given by the Contractor for supplies grown, manufactured or produced in the State of California and, next, for such products partially produced in this State in accordance with Public Contract Code Section 4332.

4.8.5 Storage of Materials

Materials shall be so stored to ensure the preservation of their quality and fitness for the work. They shall be so located and disposed that prompt and proper inspection thereof may be made.

4.8.6 Drawings, Samples and Tests

The Contractor shall submit to the Project Manager submittals when requested in the Special Provisions and the Project Manual Technical Specifications. The Contractor shall have no claims for damages or for extension of time on account of any delay due to the revision of drawings or rejection of material. Fabrication or other work performed in advance of approval shall be done entirely at the Contractor's risk. After approval of equipment or material, the Contractor shall not deviate in any way from the design and specifications given without the written consent of the Project Manager.

When requested by the Project Manager, a sample or test specimens of the materials to be used or offered for use in connection with the work shall be prepared at the expense of the Contractor and furnished by him or her in such quantities and sizes as may be required for proper examination and tests, with all freight charges prepaid and with information as to their sources.

All samples shall be submitted before shipment and in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. All tests of materials furnished by the Contractor shall be made by a certified testing laboratory. Samples shall be secured and tested whenever necessary to determine the quality of the material.

4.8.7 Cleaning Up

On or before the completion of the Work, the Contractor shall without charge therefor carefully clean out all pits, pipes, chambers or conduits and shall tear down and remove all temporary structures built by him or her and shall remove rubbish of all kind from any of the grounds which he or she has occupied and leave them in first class condition.

4.8.8 Warranty

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

By accepting the guarantees required herein, the Owner shall not be deemed to have waived any warranty or buyer protection implied, required an/or provided by

law, not to have altered any applicable statute of limitations regarding enforcement of any right of the Owner created by this agreement or otherwise.

4.8.9 Protection of Persons and Property

The Contractor shall furnish such fences, warning signs, walks and lights as shall be necessary and shall take all other necessary precautions to prevent damage or injury to persons or property. All property line fences and improvements in the vicinity of the work shall be protected by the Contractor and, if they are injured or destroyed, they and any other property injured by the Contractor, their employees or agents, shall be restored to a condition as good as when they entered upon the work.

4.8.10 Protection of Contractor's Work Property

The Contractor shall protect their Work, supplies and materials from damage due to the nature of the work, the action of the elements, trespassers, or any cause whatsoever under his or her control, until the completion and acceptance of the work.

4.8.11 Emergency Work

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor shall take actions to prevent damage, injury, or loss. Contractor shall give Project Manager prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If the Project Manager determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Field Order or Change Order will be issued.

4.9 PROSECUTION OF WORK

4.9.1 Equipment and Methods

The Work under this Contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment, or any of their methods of execution of the work, appear to the Owner to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, the Project Manager may order the Contractor to increase or improve their facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Project Manager to issue such orders shall relieve the Contractor from their obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of their plant, equipment and methods.

4.9.2 Time of Completion

The Contractor shall promptly begin the Work and shall complete and make ready for full use all portions of the Project within the time set forth in the Contract Agreement.

4.9.2.1 Substantial Completion

The Contractor shall deliver an application for Substantial Completion to the Project Manager when all of the Work has been performed and substantially completed in accordance with the Contract Documents. The Contractor shall certify that the Project may be used safely without damage to the Project or any other property on the site, and without injury to and person. Upon the Project Manager's determination that Substantial Completion has been achieved, the Project Manager will develop a punch list of items to be completed prior to final completion and Project acceptance by the Owner.

4.9.3 Avoidable Delays

Avoidable delays in the prosecution or completion of the Work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The Owner will consider as avoidable delays within the meaning of this Contract

- 1) delays in the prosecution of parts of the Work, which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole work within the time herein specified;
- 2) reasonable loss of time resulting from the necessity of submitting plans to the Project Manager for approval and from the making of surveys, measurements, inspections, and testing; and,
- 3) such interruptions as may occur in the prosecution of the Work on account of the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole Work within the time herein specified.

The granting of any extension of time on account of delays that, in the judgment of the Owner, are avoidable delays shall in no way operate as a waiver on the part of the Owner of its rights under this Contract.

4.9.4 Unavoidable Delays

Unavoidable delays in the prosecution or completion of the Work shall include all delays which may result through causes beyond the control of the Contractor and which they could not have provided against by the exercise of care, prudence, foresight and diligence. Orders issued by the Owner changing the amount of Work to be done, the quantity of material to be furnished, or the manner in which the Work is to be prosecuted and unforeseen delays in the completion of the work of other contractors under contract with the Owner will be considered unavoidable

delays, in so far as they necessarily interfere with the Contractor's completion of the whole of the Work. Delays due to normally adverse weather conditions will not be regarded as unavoidable delays. However, truly abnormal amounts of rainfall, temperatures or other weather conditions for the location of the work and time of year may be considered as unavoidable delays if those conditions necessarily cause a delay in the completion of the work. "Abnormal" is defined as any event that exceeds a 10-year recurrence interval.

4.9.5 Notice of Delays

Contractor shall notify the Project Manager immediately in writing upon the occurrence of any unavoidable delay.

4.9.6 Unfavorable Weather and Other Conditions

During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the Work that will not be damaged. No portions of the Work whose satisfactory quality or efficiency will be affected by unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Project Manager, the Contractor shall be able to overcome them.

4.9.7 Expected Hours

Operation or demolition shall be limited to between the hours of 8 A.M. and 7 P.M. Monday through Friday, and between 9 A.M. and 7 P.M. on Saturdays and Sundays.

Owner reserves the right to adopt alternate construction schedule if bid alternate is accepted.

4.9.8 Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the Work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

4.9.9 Equal Employment Opportunity

The Contractor shall not discriminate against any employee and applicant for employment because of race, color, religion, sex, age, marital status, or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, rate of pay or other forms of compensation and selection for training, including apprenticeship. In the event of Contractor non-compliance with the provisions of this clause, the contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Owner contracts. The rights and remedies of the Owner provided in this paragraph shall not be exclusive but are in addition to any remedies provided by law.

4.9.10 Drug Free Work Place

Contractor shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

4.10 INVOICING, PROGRESS PAYMENTS, FINAL PAYMENT

4.10.1 Invoices

Contractor shall submit invoices for progress payments as completed. Original invoices are to be emailed to HTA's Finance Department along with corresponding reports to:

Humboldt Transit Authority
c/o Finance Department
Project 26-01
finance@hta.org

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

4.10.2 Progress Payment

Progress payments will be made in accordance with the Contract Agreement.

4.10.3 Payment Discounts

Any discount offered by the Contractor must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will the discount be considered in the evaluation of Bids that requires payment in less than 30 days.

4.10.4 Retention

The Owner shall withhold five percent (5%) of progress payments until thirty-five (35) days after notice of recordation is filed.

4.10.5 Acceptance and Final Payment

The Owner is entitled to a final walk through to review the Work conducted by the Contractor before Final Acceptance to ensure that all punch list items have been satisfactorily completed. The Contractor will be prepared to exhibit all portions of the bid scope of work and demonstrate that any special concerns have been addressed to the satisfaction of the both the Owner and Engineer. Upon approval from both the Owner and Engineer, and upon Final Acceptance, final payment will be made.

4.10.6 Liquidated Damages for Delay

It is agreed by the parties that time is of the essence and that, if Work is not completed before or upon the expiration of the time limit as set forth in the Contract Agreement damage will be sustained by the Owner and that it is and will be impracticable to determine the actual amount of damage by reason of such delay. It is therefore agreed that the Contractor will pay to the Owner the amount specified in the Agreement.

4.11 MISCELLANEOUS

4.11.1 Notice

Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

4.11.2 Assignment of Contract

The Contract may be assigned or sublet in whole or in part only upon the written consent of the Owner acting through its authorized agents. Consent will not be given to any proposed assignment that would relieve the original contractor or its surety of their responsibilities under the contract nor will the Project Manager consent to any assignment of a part of the work under the contract.

4.11.3 Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

4.11.4 Venue and Litigation Forum

The performance of the contract resulting from this bid shall be governed by and interpreted under and construed according to the laws of the State of California. Venue is Humboldt County.

4.11.5 Cumulative Remedies

The rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the Owner thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each

particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the Contract document shall survive final payment and termination or completion of this Contract.

4.11.6 Waiver

A party's non-enforcement of any provision of the Contract will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

4.11.7 Notice

Any notice, demand, request, or consent approval required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed or emailed to the addresses shown below:

Humboldt Transit Authority
c/o Jerome Qiriazzi
Project 26-01
133 V Street
Eureka, CA 95501
jerome@hta.org

4.11.8 Independent Contractor

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

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

5 SPECIAL PROVISIONS

The awarded Contractor is required to include the following special provisions within their bid package and scope of work.

5.1 Temporary Restroom Facility

The Contractor will be responsible for providing adequate temporary restroom facilities to service their own staff. Space at the Work site will be provided by Owner. Contractor will not have access to Owner restroom facilities.

5.2 Night Work

The Owner wants to mitigate construction noise impact on employees. The Contractor shall provide an optional alternate bid for construction occurring during nights and weekends (see Bid Form).

5.3 Owner to Obtain Air Quality permit

The Owner shall be responsible for completing an Asbestos Survey and obtaining necessary permits from North Coast Unified Air Quality Management District. Bidder shall **not** include costs for this in their bid.