

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: General Services Agency

BOARD AGENDA:6.B.19
AGENDA DATE: July 31, 2018

SUBJECT:

Approval to Negotiate and Enter into an Agreement with Carrier Commercial Service to Supply and Install Chiller Equipment at the Sheriff's Public Safety Center Located at 250 E. Hackett Road, Modesto

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0399

On motion of Supervisor Monteith, Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: General Services Agency

BOARD AGENDA:6.B.19
AGENDA DATE: July 31, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Negotiate and Enter into an Agreement with Carrier Commercial Service to Supply and Install Chiller Equipment at the Sheriff's Public Safety Center Located at 250 E. Hackett Road, Modesto

STAFF RECOMMENDATION:

1. Approval to negotiate an agreement in the amount not to exceed \$236,100 with Carrier Commercial Service to supply and install chiller equipment at the Sheriff's Public Safety Center, located at 250 E. Hackett Road, Modesto.
2. Authorize the Purchasing Agent to execute the agreement identified above, and any subsequent amendments to the agreement on behalf of the County.

DISCUSSION:

The original Sheriff's Public Safety Center (PSC) was constructed in 1992, and houses approximately 534 incarcerated individuals. Primary cooling for the building is handled by a Carrier chiller system, which was installed when the building was originally constructed. On the morning of July 27, 2018, this chiller system experienced a catastrophic electrical failure, rendering it inoperable during an extended period of triple-digit heat.

The County's General Services Agency (GSA) responded to the PSC's immediate needs by renting temporary chillers, preserving the comfort of the PSC's staff and occupants, and maintaining public safety by averting the early release of incarcerated persons. The cost for these temporary rental chillers is approximately \$30,000 per month, and is being paid for from Board-approved Fiscal Year 2018-2019 Deferred Maintenance funds.

Due to the urgency of the situation, GSA obtained initial quotes for both repairing and replacing the Carrier chiller system. Though several repair companies were also contacted, only Carrier themselves responded with pricing. Through the process, GSA learned that Carrier directly controls pricing and installation of their products, discouraging reselling and installation by third-party firms and making dealing directly with the manufacturer the least-expensive option.

Based on the estimates received, repairing the existing 26-year-old chiller system would cost approximately \$130,000, which is more than half the cost of a new replacement system, making such repairs an ineffective long-term solution.

Of the two options presented by Carrier for new replacement systems, GSA recommends installation of the larger chiller unit to allow for increased reserve capacity in the future. The total cost of this new system is \$195,056.00, including installation and removal of the old system. GSA also recommends the purchase of an optional 5-year service agreement offered by the manufacturer at \$19,507. Including this optional service agreement, the total cost of the new system, if approved, would be \$214,563. Annual energy usage of the proposed new, more energy-efficient system is estimated to be \$35,088 less than the old system, resulting in a 6 year return on investment.

GSA has determined Carrier's proposal meet's the County's definition of sole-source procurement, for the following reasons:

- Factory-direct supply and installation provides the best pricing option for replacing the existing chiller with the same brand;
- Factory-direct supply and installation can be accomplished in 2 weeks, providing a 2 to 4-week time savings versus using alternate brands;
- Replacement of the existing chiller is urgently needed and it's not in the County's best interest to prolong this need by going out to sealed bid;
- Monthly rental costs of \$30,000 for temporary chiller equipment would preclude any cost savings to be gained by conducting the typical 90-day competitive sealed bid process;
- Replacement of the existing chiller with the same brand streamlines the installation process and reduces down time; and
- Replacement of the existing chiller with the same brand minimizes additional work that may be needed with alternate brands to accommodate differing electrical hook-ups, physical footprints, etc.

Based on the reasons above, GSA recommend the Board approve an Agreement with Carrier to supply and install chiller equipment at the Sheriff's Public Safety Center, which will both reduce down time and save the County money over going out to sealed bid or repairing the existing antiquated equipment.

POLICY ISSUE:

The County's purchasing policy requires Board of Supervisors approval for contracts exceeding \$100,000. This requirement is based upon California Government Codes § 25212, et seq, and § 25502.5, et seq, which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

Based on Carrier's submitted price schedule, and a 10% contingency amount for related unforeseen expenses, GSA estimates the final cost at \$236,100.

Funding to support the proposed expenditure is included in the Chief Executive Office – Capital Projects fund as part of the Deferred Maintenance program.

BOARD OF SUPERVISORS' PRIORITY:

Approval of the recommended action supports the Board's priorities of *Delivering Efficient Public Services and Community Infrastructure* by providing time and cost-efficient contracted services to County departments.

STAFFING IMPACT:

Existing GSA staff will manage the Agreement.

CONTACT PERSON:

Keith D. Boggs, GSA Director/Purchasing Agent
Brad Diemer, Purchasing Manager

Telephone: (209) 525-7640
Telephone: (209) 525-6319

ATTACHMENT(S):

1. Carrier Quote for Replacement Chiller at PSC



Carrier Commercial Service
600 McCormick Street, Suite B
San Leandro, CA 94577
24/7/365 Service
License #499642

Carrier Commercial Service

Air-Cooled Chiller Replacement Project

Prepared For: Stanislaus County Sheriff
For Service At: 200 Hackett Road,
Modesto, CA 95358

July 12, 2018
Mike Bruins
Sr. Sales Representative
Mobile: 916.472.4707
michael.j.bruins@carrier.utc.com





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San Leandro, CA 94577
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License #499642

June 12, 2018

Stanislaus County Sheriff
200 Hackett Road
Modesto, CA 95358
Attn: Mr. John Clark

RE: CARRIER 30GB AIR-COOLED CHILLER- REPLACEMENT PROJECT Quote: 003543921

Carrier Commercial Service is pleased to present this proposal to remove your (1)-160.5 ton Carrier Chiller and to replace it with (1)-160.1 ton Carrier 30XV. Chiller replacement to be performed by Carrier factory trained technicians to follow all manufacture's stringent procedures and installation guidelines.

If awarded the chiller replacement project, your Carrier account representative, project manager, and factory engineers will work together to execute a detailed project schedule that will not disrupt inmates.

Carrier's current target is to provide a cost analysis between the two projects available. (repair versus replace). Helping our customers maximize their return on their HVAC investment, while upgrading to tomorrow's technology, is our goal.

Chiller Replacement Scope:

A. Carrier will remove your existing 160.5 Ton Carrier Chiller and provide a new Carrier 160.1 Ton 30XV Chiller. 30XV-1606S5005D-0

- Carrier project manager to schedule chiller removal date with customer operations/project representative
- Isolate chiller power source using proper lockout / tag out procedures
- Recover refrigerant charge and dispose of, per EPA guidelines
- Isolate chiller entering and leaving water lines
- Remove all high and low voltage electrical
- Disconnect chiller from supports for removal
- Provide rigging/crane to remove existing Trane
- Provide rigging to reinstall and secure new Carrier 30XV chiller
- Fabricate and modify entering and leaving water lines to new Carrier Chiller (field modify once chiller is set)
- Insulate new chilled water piping
- Tie in electrical and controls for new chiller
- Purge all air chilled water loop and prepare for startup



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Chiller Replacement Scope Continued:

A. Carrier will remove your existing 160.5 Ton Carrier Chiller and provide a new Carrier 160.1 Ton 30XV Chiller.

- Perform factory startup on new chiller and check for proper operation
- Provide startup report for customer records
- Provide customer with 30XV familiarization training course
- Chiller to come with BACnet controls for future controls integration

Warranty: (included in base price):

- 1st year entire chiller equipment parts
- 3 year condenser coil parts only warranty
- Carrier will provide its standard industry warranty of one-year parts and (90) days labor





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Cost Summary: 30XV-1606S5005D-0

Cost For Services Detailed Above Including Applicable Tax and Freight:

1. Equipment.....	\$ Included
2. Installation and material.....	\$ Included
3. Demolition.....	\$ Included
4. Electrical.....	\$ Included
5. Water piping.....	\$ Included
6. Factory Startup.....	\$ Included
7. Tax.....	\$ Included
BASE TOTAL	<u>\$184,849.00</u>

Work performed during normal business hours of 7:00 am to 5:00 pm; Monday through Friday

Optional Agreements *(Please initial your selections)*

- ___ Optional 5 year Extended Warranty – Complete Chiller/Parts and Labor..... **\$17,518.00**
(One-time fee, at time of equipment purchase)(years 2-5.5)
- ___ Optional 10 year Extended Warranty – Complete Unit/Parts & Labor..... **\$39,392.00**
(One-time fee, at time of equipment purchase)(years 2-10.5)
- ___ First year Service Agreement **\$1,989.00**
(Includes one annual and three operational visits)
- ___ Rental Chiller Cost..... **\$24,914.00**
*(Please consider a rental chiller if the primary chiller cannot be replaced during the winter months) (*Month 1 = \$24,914.00, Months 2+ = \$15,688.00 per month)*

We are looking forward to partnering with you. Please let me know if you have any questions.

Sincerely,

Mike Bruins
 Senior Sales Representative

Customer Acceptance:

Accepted By: _____ Date: _____

Purchase Order Number: _____

Exclusions:

- Anything not listed in the above scope of work.
- Hazardous materials handling or removal.
- ASHRAE or building code upgrades.
- Electrical service upgrades.
- Additional controls or programming
- Special inspections.
- OSHPD
- Permits, except for rigging
- Expedited freight charges.
- Any isolation valves not holding which would prevent any piping work.
- Engineering, Title 24, structural engineering and/or seismic upgrades, mechanical drawings.
- PG&E rebates.
- Pre-existing equipment, system, or design deficiencies.
- Water balancing or water flow issues.
- Any general contractor related work such as framing, drywall, painting, patching, access panels and doors, coring, cutting, T-bar removal & replacement, concrete and/or housekeeping pads, scanning or x-rays. (outside of work listed above)

The Right Choice for Today and Tomorrow





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CARRIER CORPORATION TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. **PAYMENT AND TAXES-** Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall also pay Carrier any taxes or government charges arising from this Agreement. If the Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents
2. **EXTRAS-** Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and paid for as an extra and subject to the terms of this Agreement.
3. **RETURNS-** No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned
4. **SHIPMENT-** All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery
5. **PARTIAL SHIPMENT-** Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.
6. **DELAYS-** Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment
7. **WARRANTY-** Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **WORKING HOURS-** All services performed under this Agreement including major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.



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9. **ADDITIONAL SERVICE-** Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Carrier's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
10. **CUSTOMER RESPONSIBILITIES (Service Contracts only) – Customer Shall:**
 - Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions
 - Promptly address any issues that arise related to mold, fungi, mildew or bacterial
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
11. **EXCLUSIONS–** Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained
12. **EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) –** Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
13. **PROPRIETARY RIGHTS (Service Contracts only)-** During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment



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14. **WAIVER OF DAMAGES-** Under no circumstances shall Carrier be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.
15. **LIMITATION OF LIABILITY-** Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the Agreement.
16. **CANCELLATION-** Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.
17. **CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE –** Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.
18. **CARRIER TERMINATION –** Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.
19. **CLAIMS-** Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
20. **GOVERNMENT PROCUREMENTS-** The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.
21. **HAZARDOUS MATERIALS-** Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.
22. **WASTE DISPOSAL -** Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
23. **SUPERSEDURE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties
24. **CUSTOMER CONSENT -** Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.



Carrier Commercial Service

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25. FOR WORK BEING PERFORMED IN CALIFORNIA: Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

BID 19-23-AS for Replacement Chiller at PSC

AGREEMENT
(for Public Works of Improvement)

This Agreement, made this June 6, 2019, by and between CARRIER CORPORATION ("Contractor") and the COUNTY OF STANISLAUS ("County").

ARTICLE I

The Contractor will provide all the materials, tools, equipment and labor and perform all the work necessary to complete in a good workmanlike manner:

BID NAME: REPLACEMENT CHILLER AT PSC
BID NO.: 19-23-AS

as set forth in the Bid of the Contractor and in accordance with the Bid, Notice to Bidders, Information for Bidders, General Conditions, plans and specifications, bonds, addenda, Exhibit A to this Agreement and any documents particularly required or provided, all of which are attached hereto and made a part hereof. All of the foregoing documents, together with this Agreement, comprise the contract.

ARTICLE II

All of the Work included in this contract is to be performed under the direction of the County, and in conformity with the true construction and meaning of the contract, as determined solely by the County.

ARTICLE III

No alterations in the Work shall be made except upon a written change order issued by the Stanislaus County Purchasing Agent. The amount to be paid by the County or to be deducted from the contract price by virtue of such alterations shall be detailed and stated in said change order and shall be approved in writing by the County and the Contractor.

Changes, additions, and alterations in the Work, may be ordered in writing by the Purchasing Agent of the County of Stanislaus in the form of a written change order.

ARTICLE IV

The Contractor shall commence the Work within **10 working days** after the date specified in the Notice to Proceed given to it by the Purchasing Agent shall prosecute said Work in a prompt, diligent and workmanlike manner. The Contractor shall complete the Work within **50 Working Days** unless extension or suspension of the Work is agreed to in writing by the County. Time is of the essence in this Agreement.

ARTICLE V

County shall pay to Contractor in due course and at the usual time for payment of County obligations after the last day of each month, ninety-five percent (95%) of the cost of the Work completed and material properly stored on the job site, which cost shall be determined by the County. A final payment of five percent (5%) of the contract price shall be due the Contractor 35 days after acceptance of the Work, provided that the Contractor furnishes to the County satisfactory evidence that all obligations for labor and materials have been satisfactorily fulfilled within the said 35 day period, and further provided that no payment shall be construed to be an acceptance of defective work or improper materials.

Except as otherwise prohibited by law, Contractor may elect to receive all payments due under the contract without any retention. If Contractor so elects, it shall deposit with County securities with a value equal to the monies, which would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by County as to both sufficiency and form.

BID 19-23-AS for Replacement Chiller at PSC

ARTICLE VI

Prior to commencing the Work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and materials furnished in the prosecution of the contract Work. Prior to commencing the Work, the Contractor shall file a bond issued by a surety company, approved by the County, and in the form acceptable to the County in the amount of one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

ARTICLE VII

The Contractor shall take out and maintain during the life of the contract the insurance required and listed in the General Conditions, Section 2.14, of the contract documents.

ARTICLE VIII

When the Work is completed and ready for final inspection, the Contractor shall notify the County which shall make such final inspection within five (5) days after notice.

If the County shall approve the Work and find that the Work is complete and ready for acceptance and shall accept the same, the final payment of the contract price shall be due as provided in Article V, hereof.

ARTICLE IX

Contractor shall comply with all the provisions of state and local laws relating to contracts for the prosecution of public works. Pursuant to law, the County has ascertained the general prevailing rate of per diem wages in the locality of the work for each craft or type of workman required for performance of the contract, which rates are as stated in the Invitation to Bidders, and the Contractor shall be required to pay not less than said prevailing rates. Contractor is required to post a copy of these prevailing wage rates at the job site.

ARTICLE X

Whenever any act is directed to be done or notice directed to be given by or to the County hereof, the same may be done or given by or to the Purchasing Agent.

ARTICLE XI

The Contractor shall not assign the contract or sublet it as a whole without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County. Contractor shall comply with the Subcontractor Listing Law. This contract shall be binding upon the parties hereto, their heirs, successors, assigns, subcontractors, and legal representatives.

ARTICLE XII

Any alteration or alterations made in this contract, or any part hereof, shall not operate to release any surety from liability of any bond given pursuant to the provisions of this contract and the consent of such surety to such alteration or alterations is hereby given, the surety expressly waiving hereby the provisions of Section 2819 of the Civil Code.

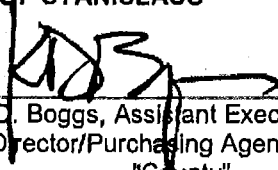
ARTICLE XIII

Neither the final certificate nor payment, nor any provision of the related documents, shall relieve the Contractor of responsibility for faulty workmanship or materials, and less otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of filing Notice of Completion. The County shall give notice of observed defects with reasonable promptness. All questions arising under this Article shall be decided by the Purchasing Agent.

BID 19-23-AS for Replacement Chiller at PSC

COUNTY OF STANISLAUS

CARRIER CORPORATION

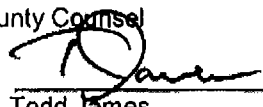
By: 
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent
"County"

By: _____
Jed Thompson
Account Executive
"Contractor"

APPROVED AS TO CONTENT:
General Services Agency, Facilities Maintenance
Division

By: 
Matt Innes
Facilities Maintenance Manager

APPROVED AS TO FORM:
Thomas Boze
County Counsel

By: 
Todd James
Deputy County Counsel III

BID 19-23-AS for Replacement Chiller at PSC

COUNTY OF STANISLAUS

CARRIER CORPORATION

By: _____
Keith D. Boggs, Assistant Executive Officer,
GSA Director/Purchasing Agent
"County"

By: Cristian Saldivar
~~Jed Thompson~~ Cristian Saldivar
~~Account Executive~~ Market Manager
"Contractor"

APPROVED AS TO CONTENT:
General Services Agency, Facilities Maintenance
Division

By: _____
Matt Innes
Facilities Maintenance Manager

APPROVED AS TO FORM:
Thomas Boze
County Counsel

By: _____
Todd James
Deputy County Counsel III

BID 19-23-AS for Replacement Chiller at PSC

GENERAL CONDITIONS.

2.01 OWNER. The term "Owner", where used herein, shall mean the County of Stanislaus, a political subdivision of the State of California.

2.02 BOARD. The term "Board", where used herein, shall mean the Stanislaus County [department] of the County of Stanislaus, California.

2.03 ENGINEER. The Stanislaus County Purchasing Agent [or department representative's title] shall supervise and be responsible for the Work, and whenever the word "Director" or the word "Engineer" is used herein, it shall mean the Purchasing Agent [or department representative's title] of the County of Stanislaus, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

2.04 CONTRACTOR. The term "Contractor", where used herein, shall mean the Contractor to whom the contract for the Work described and specified herein has been awarded to by the Board.

2.05 SUBCONTRACTOR. The term "Subcontractor", where used herein, includes only those having a direct contract with the Contractor for the Work or portion of the Work described and specified herein.

2.06 WORK. The term "Work", where used herein, includes all labor, materials and any necessary equipment required for complete performance of the contract.

2.07 CONTRACT DOCUMENTS. The term "Contract Documents", where used herein, includes the following: The Notice to Bidders, the Instructions to Bidders, the General Conditions, the plans and specifications, the bid, the Agreement, the general bond and insurance certificates. The contract documents are complementary, and what is called for by one shall be as binding as if called for by all.

2.08 PLANS AND SPECIFICATIONS. The term "Plans and Specifications", where used herein, shall mean and include all specifications and provisions of any kind, whether general, detailed or otherwise, relating to the labor, equipment, material or work in the installation thereof, and the plans and drawings, if any, accompanying same which are made a part hereof.

2.09 AGREEMENT. The Contractor to whom the Work is awarded shall, within ten days after receipt of the contract documents as mailed by the Purchasing Agent [or department], enter into an agreement with the owner. The form of agreement is attached herein and made a part of these General Conditions.

2.10 MATERIAL, LABOR, EQUIPMENT AND OTHER FACILITIES. Unless otherwise provided, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the Work.

2.11 PERMITS AND LICENSES. All permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor, except those secured by Owner and so noted.

2.12 INSPECTION OF WORK. A representative of the Owner shall, at all times, have access to the Work and the Contractor shall provide proper facilities for such access and for inspection. The Contractor's attention is directed to Government Code Section 1126 and Stanislaus County Purchasing Agent [or department] regulations wherein the Owner's representative is prohibited from accepting from the Contractor, his employees, and subcontractors any gratuity, gift, service or material of any value or use of equipment or facilities, and agrees to abide by the section and regulations.

2.13 BONDS. The Contractor shall furnish and deliver to the Board a surety bond in the amount equal to one hundred percent (100%) of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to one hundred percent (100%) of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds shall be notarized.

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2.14 INSURANCE.

Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

2.15 DEFENSE AND INDEMNIFICATION.

2.15.1 Owner and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each Owner's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

2.15.2 To the furthest extent permitted by law (including without limitation California Civil Code §2782), Contractor shall assume defense of, and indemnify and hold harmless, Owner and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each Owner's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence.

2.15.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against Owner and each of its officers, employees, consultants and agents including, but not limited to Owner, the Board, Project Manager and each Owner's Representative. Owner shall provide timely notice to Contractor of any third-party claim relating to the Contract Documents, in accordance with Section 9201 of the California Public Contract Code.

2.15.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.

2.15.5 To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, Owner may in its discretion back charge Contractor for Owner's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

2.15.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to Owner or other indemnified party to the extent of its active negligence.

2.16 ASSIGNMENT OF CONTRACT. Contractor shall not assign the contract or sublet it as a whole without written consent of the owner, nor shall the Contractor assign any monies due or to become due to him hereunder without the written consent of the Owner.

2.17 PREVAILING WAGES. Pursuant to Labor Code section 1771, the work under this Agreement is subject to the provisions of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Contractor shall pay all workers the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, which are set forth by the Director of the Department of Industrial Relations, are now on file with the Department of Public Works and are a part of this Agreement. The Contractor shall post a copy of these prevailing wage rates on the job site.

2.18 REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. No Contractor or subcontractor may be listed on a bid proposal for a public work project (submitted on or after March 1, 2015) unless registered with the

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Department of Industrial Relations pursuant to Labor Code section 1725.5 5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CONTRACTOR HEREBY ATTESTS THAT CONTRACTOR AND ALL SUBCONTRACTORS ARE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"). Senate Bill 854 requires that all contractors performing work on any public works project valued at more than \$1,000.00 must be registered with the DIR, and that all said contractors submit certified payroll reports directly to the DIR, unless excused. Failure to comply with this sections constitutes a material breach of this contract.

2.19 PAYROLL RECORDS. Pursuant to and in accordance with the provisions Labor Code section 1776, the Contractor shall keep accurate payroll records of employees performing work under this Agreement and shall make available for inspection certified copies such payroll records.

2.20 EIGHT HOUR DAY. Pursuant to and in accordance with the provisions of Labor Code sections 1810, 1811 and 1815, the time of service of any laborer, workman, or mechanic employed upon any of the work under this Agreement is limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours during any one calendar week, except that work performed by employees of Contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

2.21 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS. Each bid shall have listed therein the name, license number and address of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in the amount of 1/2 of one percent of his total bid or \$10,000; whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. A sheet for listing the subcontractors, as required herein, is included in the Bid. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractor or by making unauthorized substitutions.

2.22 STANDARD SPECIFICATIONS AND CODES. All Work herein specified shall be performed in accordance with applicable sections of the following Standard Specifications or Codes which are herein named and hereby made a portion of these specifications. In a case of conflict between these specifications and said Standards, these specifications shall be paramount.

- Stanislaus County Code Title 16, Chap. 16.05
- Stanislaus County Code Title 16, Chap. 16.10
- Stanislaus County Code Title 16, Chap. 16.15
- Stanislaus County Code Title 16, Chap. 16.20
- Standard Specifications, State of California, Department of Transportation (2010)
- Stanislaus County Improvement Standards
- California Building Code (California Code of Regulations, Title 24, Part 2)

2.23 TAXES. Any federal, state or city tax payable on articles furnished by the Contractor under the contract shall be included in the contract price paid by the Contractor.

2.24 TIME FOR COMPLETION. The Work to be performed under this contract shall be completed as stated within ARTICLE IV of this Agreement [or other description for time for completion].

2.25 DEFECTS IN WORK. The Contractor shall be responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising or discovered in any part of this work within one (1) year after the completion and acceptance of the same.

2.26 DEVIATION FROM PLANS AND SPECIFICATIONS. No deviation shall be made from the plans and specifications. If the Contractor shall vary from the plans and specifications in the form of quality or in the Work or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or

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materials removed, remade or replaced. In the event that the Work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

2.27 BRANDS. Wherever the name or brand of a manufacturer or an article is specified herein, it is used as a measure of quality and utility or a standard. If the Contractor desires to use any other brand or manufacturer of equal quality and utility to that specified, he shall make application to the Owner in writing and submit samples, if requested. The Contractor shall have 35 days after the award of the contract for submission of data substantiating any such request for substitution of "equal" items. The Owners will then determine whether or not the name brand or article is equal in quality and utility to that specified, and its decision shall be final.

Except in those instances in which the product is designated to match others presently in use, specifications herein calling for a designated material, product, thing or service by specific brand or trade name shall be deemed to be followed by the words "or equal" so that Contractor may furnish any equal material, product, thing or service. The Contractor shall have thirty-five (35) days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item, pursuant to Section 3400 of the Public Contract Code.

2.28 NEW MATERIALS. All materials used in the Work shall be new and the best market quality, unless specified or shown otherwise. All labor used on this contract shall be competent and skilled for the Work. All Work executed under this contract shall be done in the best, most thorough substantial and workmanlike manner. All material and labor shall be subject to the approval of the Engineer as to quality and fitness, and shall be immediately removed if it does not meet with his approval.

2.29 ABANDONMENT OF WORK. Should the Contractor abandon the Work called for under the plans and specifications and contract documents, or assign his contract, or if the Contractor unnecessarily and unreasonably delays the Work, or if the Contractor willfully violates any of the conditions of the plans and specifications or contract documents, ~~or performs the Work in bad faith, the Owner shall have the power to notify the Contractor to discontinue all work or any part thereof under this contract, and thereupon the Contractor shall cease to continue said work or such part thereof as the Owner may designate, and the Owner shall thereupon have the power to employ such persons as it may consider desirable, and to obtain by contract, purchase, hire or otherwise, such implements, tools, material or materials as the Owner may deem advisable to work at and be used to complete the Work herein described, or such part thereof as shall have not been completed, and to use such material as it may find upon the site of said Work, and to charge the expense of such labor and material, implements and tools to the Contractor, and the expense so charged shall be deducted and paid by the Owner out of such monies as may be either due, or may at any time thereafter become due to the Contractor hereunder and by virtue of the contract.~~

In the case such expense is less than the sum which would have been payable under the contract, if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the last said amount, then the Contractor or his bondsman shall pay the amount of such excess to the Owner on notice to either from the Owner the excess so due.

2.30 EXTENSION OF TIME. If it appears to the Contractor that he will not complete the Work herein specified in the time agreed, he shall make written application to the Owner at least five (5) calendar days prior to the expiration of the time for completion, stating the reasons why and the amount of extension which he believes he should be granted. The Owner may then, in its discretion, grant or deny such extension.

2.31 SUSPENSION OF WORK. Should the Owner, for any cause, authorize a suspension of Work, the time of such suspension will be added to the time allowed for completion. Suspension of Work by order of the Board shall not be deemed a waiver of the claim of the Owner for damages for non-completion of the Work as above required.

2.32 JUSTIFIABLE DELAYS. The Contractor shall not be held responsible for delays in the completion of the Work caused by strikes, labor disturbances, lack or failure of transportation, war, inability to obtain materials due to war conditions, perils of the sea, insurrection, riot, acts of any government, whether foreign or domestic, federal or state, and/or any other causes similar to the foregoing which are beyond the control of and are not the fault of the Contractor, or if prevented by conditions directly resulting from the execution of contracts or the placing of orders by the Federal government or its authorized agencies or representatives, which are required by law to be given priority, but provided that whenever the Contractor shall claim that delays are due to any or all of the above named cause or causes of delay, request an extension of time in accordance with paragraph 2.27 of these General Conditions, and if the Board finds that

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such cause or causes of delay exist, it shall grant him an extension of time equal to the delay resulting from such cause or causes, or the Board may at its option, rescind said contract and pay said Contractor for the reasonable value of the Work completed and let a new contract for the completion of the remainder of the Work herein specified.

2.33 PATENTS AND ROYALTIES. If any material, composition, process or any other thing called for or required by the plans and specifications heretofore adopted by the Owner is covered by letter patent, all royalties and expenses thereof, all litigation therefrom, or other things whatsoever which may develop as a cost from the use of such material, composition, process or any other thing which is covered by letter patents shall be borne by the Contractor. The Contractor shall pay all license and/or royalty fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

2.34 EXAMINATION OF SITE. The Contractor shall be held to have examined the site, compared it with the drawings and specifications, and to have satisfied himself as to the conditions under which the Work is to be performed. No allowance or claims on his behalf will be made for any expense to which he may be put as a result or failure on his part to thoroughly acquaint himself with conditions at the site.

2.35 DAMAGE TO OTHERS. The Contractor shall exercise due caution during his operations so as not to damage the property of others or Owner's property not directly involved under the plans and specifications, and shall be responsible for the protection of this property and shall replace any and all such property to its former condition as a result of his failure to provide protection or exercise due caution during his operations.

2.36 SURVEYS AND GRADES. The Engineer shall establish permanent type reference monuments or posts for the alignment and elevations of all Work. For structures he will provide said monuments for reference data only. For general engineering contracts he shall provide the usual stakes sufficient for construction. The Contractor shall be charged with the responsibility of adequately protecting said stakes and monuments. The Contractor shall be requested to set ~~supplemental posts for detailed construction needs.~~

2.37 CORRECTION OF WORK AFTER FINAL PAYMENT. Neither the final certificate nor final payment, nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and unless otherwise specified, he shall remedy any defects due thereto and shall pay for any damage or other work resulting therefrom which shall appear within a period of one year from the date of substantial completion. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Board.

2.38 CHANGES IN WORK. The Owner, without invalidating the contract, may order extra work or make changes by altering, adding to or deducting from the Work, the contract sum being adjusted accordingly. All such work shall be performed under the conditions of the contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering the change. The Engineer shall have authority to make minor changes not involving extra cost and not inconsistent with the purpose of the Project.

The value of such extra Work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum;
- (b) By unit prices named in the contract or subsequently agreed upon;
- (c) By cost and percentage and fixed fee.

Should conditions below surface of the ground be at variance with the conditions indicated by the drawings and specifications, the contract sum shall be equitably adjusted upon claim by either party made within a reasonable time after first observation of conditions.

The amount agreed upon as the value of any extra Work resulting from any change order shall constitute full and complete compensation for all overhead, labor, material, tools, and equipment furnished in the performance of Work required by that change order. Furthermore, the amount agreed upon as the value of extra Work for any change order shall be accepted by the Contractor as full and complete compensation for any and all claims of any nature whatsoever, including, but not limited to, any actual or alleged claims for compensation by Contractor, or any subcontractor of

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Contractor for delays occasioned by or in any way arising out of stoppage of the Work, coordination of the Work with others, or processing of that change order.

2.39 CLEANING UP. Contractor shall at all times keep the premises free from accumulations of waste material or rubbish as a result of this operation. Upon completion of Work he shall remove all rubbish, material and his equipment from the job and shall leave the job site in a "broom clean" or equivalent condition. In case of a dispute regarding this item, the Owner may remove rubbish or material and charge the cost to the several contractors as the authorized representative shall deem just.

2.40 SUPERVISION. The Contractor shall, at all times during the working hours of the contract, have a competent foreman or superintendent on the job who shall be authorized to act as an agent of the Contractor. Such agent shall be familiar with the type of work hereunder and be aware of the hazards and the safety rules relating to this particular type of construction. Ignorance or incompetence of a foreman shall be due cause for his removal from the job and cessation of work under this contract until the intent of this paragraph is fulfilled, without recourse by the Contractor for any extension of the time of completion as a result of the removal of such unsatisfactory agent.

2.41 APPRENTICESHIP STANDARDS. This contract is subject to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five, except:

- (a) When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of fifteen percent (15%) in the three (3) months prior to the request for certificate; or
- (b) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (c) When the trade can show that it is replacing at least 1/30 of its journeymen through apprenticeship training on an annual basis statewide or locally; or
- (d) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

2.42 ASSIGNMENT OF ANTI-TRUST ACTIONS AND UNFAIR BUSINESS PRACTICE CLAIMS. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

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2.43 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County of Stanislaus, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations, and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part by the Owner.

2.44 DISABLED INDIVIDUALS NON-DISCRIMINATION. This Project is subject to Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794) and all requirements imposed by Title II of the Americans with Disabilities Act (42 U.S.C. 12132) and all guidelines and interpretations issued thereto. In this regard, the Owner and all of its contractors and subcontractors will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit or service as any other individual.

2.45 FAIR EMPLOYMENT AND HOUSING ACT ADDENDUM. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or

the Code of Federal Regulations. Such action shall include, but not be limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State or local agency setting forth the provisions of this Fair Employment and Housing Section.

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The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment and Housing Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment and Housing section of this contract.

Remedies for willful violation include:

(a) The State or local agency may determine a willful violation of the Fair Employment and Housing provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party; or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order or obtained an injunction under Government Code Section 12900, et seq.

(b) For willful violation of this Fair Employment and Housing provision the State or local agency shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State or local agency in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State or local agency may deduct from any monies due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State or local agency.

2.46 DIGGING TRENCHES OR EXCAVATIONS.

2.46.1 Trenching shall be done in accordance with the California Labor Code Section 6705, 6706, and 6707.

2.46.2 Pursuant to Public Contract Code section 7104, the Contractor is hereby notified as follows:

~~Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface and shall contain a clause which provides the following:~~

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the Work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

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2.46.3 Digging trenches or excavations shall be in accordance with the California Government Code Section 4216, the California Business and Professions Code Section 7110 and the CalOSHA Regulation Title 8 Chapter 4 Subchapter 4 Article 6 Section 1541.

2.47 UTILITY RELOCATION. Pursuant to Government Code section 4216, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the County of the utility owner to provide for removal or relocation of such utility facilities.

2.48 NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Purchasing Agent
1010 10th Street, Suite 5400
Modesto, CA 95354

To Contractor: Carrier Corporation
1170 W. National Dr., Suite 50
Sacramento, CA 95834

2.49 FINAL PAYMENT.

A. FINAL PAYMENT

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punch list, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.
2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. FINAL ACCOUNTING

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.
2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, an Agreement and Release of Claims.

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2.50 CLAIMS UNDER \$375,000.

The provision of Article 1.5 (commencing with section 20104) of Chapter 1 of Part 3 of the Public Contract Code, relating to the resolution of construction Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency are hereby incorporated in this Contract and set forth below.

20104. (a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled

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from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

20104.6. (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

2.51 ALL CLAIMS.

Notwithstanding section 2.50, the provisions of Chapter 9 (commencing with section 9204) of the Public Contracts Code shall apply to any Claims under this Contract; and is hereby incorporated into this contract as set forth below.

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

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(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

~~(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.~~

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the

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disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. ~~The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.~~

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

2.52 EXAMINATION AND AUDIT. Any contract exceeding \$10,000.00 is subject to examination and audit of the California State Auditor, at the request of the County for a period of three (3) years after the final payment under the contract (pursuant to Public Contract Code section 8546.7).

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EXHIBIT A

TO

AGREEMENT FOR PUBLIC WORKS OF IMPROVEMENT

For

REPLACEMENT CHILLER AT PSC

The following language and documents are included as Exhibit A to this Agreement:

- **SCOPE OF WORK** from BID NO. 19-23-AS, including any Addenda thereto; and
- **CONTRACTOR'S BID PRICING**, submitted in response to BID No. 19-23-AS.

**Exhibit A
To
BID 19-23-AS**

STANISLAUS COUNTY GSA PURCHASING DIVISION

Replacement of Chiller #2
Public Safety Center
200 E. Hackett Road, Modesto CA.

SCOPE OF SERVICES

1. Background:

Contractor shall remove and replace one (1) 50-ton Air Cooled Chiller located at the Public Safety Center (PSC) at 200 E. Hackett Road, Modesto, CA 95358.

The existing air-cooled chiller is nearing end-of-service life and has had several breakdowns during critical periods. For this reason, the chiller must be replaced before Summer 2019.

~~The Public Safety Center is a custody facility servicing Stanislaus County. The building has two above-ground chillers located at the back of the property. One was replaced on an emergency basis in 2018 and is not slated for replacement as part of this project. There is no planned shut-down of County operations during the project.~~

Normal operating hours for the Sheriff's Public Safety Center are Monday through Sunday: 24 hours per day.

2. Access:

Work shall be performed on-site. Access shall be to the back of the custody facility as shown in Attachment #1.

3. Sheriff's Office Point of Contact:

Timothy Kirk, LT.

4. Scope of Services:

Contractor shall remove one (1) 50-ton Trane Chiller and replace it with one (1) 50-ton Carrier 30RAP (or equal) chiller. Contractor shall follow all manufacturer-specified procedures and installation guidelines when replacing the chiller.

This is a Custody Facility – Contractors may be required to have background checks on their staff prior to them being allowed onsite.

CONTRACTORS bid shall consider the cost of afterhours and weekend work. Contractor will be working outside in a fenced area at the back of the facility.

Scheduling on this job will be key. The CONTRACTOR is responsible to coordinate with the COUNTY to plan out what areas and what times the carpeting will be installed. This is to ensure that the space will be ready for chiller installation.

Contractor shall:

1. Coordinate with County operations/project representative to schedule the chiller removal date.
2. Isolate chiller power source using proper lock-out / tag-out procedures.
3. Recover refrigerant charge and provide to Stanislaus County Facilities, per EPA guidelines.
4. Provide recovered refrigerant to Stanislaus County General Services Agency, Facilities Maintenance Division (GSA/FMD).
5. Isolate water lines entering and leaving chiller.
6. Remove all high and low voltage electrical.
7. Disconnect chiller from supports for removal.
8. Provide rigging/crane to remove existing Chiller.
9. Provide rigging to install and secure new Carrier 30RAP (or equivalent) chiller.
10. Fabricate and modify water lines entering and leaving the new Chiller (field modify once chiller is set).
11. Insulate new chilled water piping.
12. Tie in electrical and controls for new chiller.
13. Purge all air.
14. Perform factory startup on new chiller and check for proper operation.
15. Provide startup report for customer records.
16. Include BACnet controls for future controls integration.
17. Reconnect system piping, including any new materials needed.
18. Reconnect electrical power, including any new materials needed.
19. Reconnect automated building controls, including any new materials needed.
20. Reconnect automated building controls, including any new materials needed.
21. Provide laptop with proprietary software that allows GSA/FMD personnel to monitor chiller performance and perform diagnostics remotely.
22. Ensure that GSA/FMD personnel can monitor the new chiller remotely via the building EMS system.
23. Complete start-up and verification of new unit's correct operation.
24. Provide County with copies of all OEM manuals for new unit.

Contractor is responsible for decommissioning existing chiller unit, including:

1. Disconnection of system piping from the existing unit.
2. Disconnection of electrical power from existing unit.
3. Disconnection of automated building controls.
4. Removal and relocation of existing unit, to include refrigerant recovery and disposal according to federal guidelines. (Provide to GSA/FMD after running refrigerant through filter)

Contractor is responsible for crane and crane operation:

1. Follow all CALOSHA safety guidelines

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

1. Replacement chiller must be installed on existing concrete pad.
2. Replacement chiller must synchronize with the existing NOVAR control system.
3. Certification from Chiller manufacturer that the installing contractor is authorized and trained to install their product.

Part I. GENERAL INFORMATION

Section 1.01 DESCRIPTION OF WORK

- (a) Contractor shall provide all items, articles, materials, operations, and methods required by the drawings and specifications, including labor, equipment, supplies, and incidentals necessary for completion of the work, as specified in this document
 - (i) Submittals
 - (ii) Coordination Drawings
 - (iii) Record Documents

Section 1.02 RELATED DOCUMENTS

- (a) The General Provisions described herein, together with the conditions of contract, and the General Requirements as related to the entire scope of this project.

Section 1.03 QUALITY ASSURANCE

- (a) All permits and licenses that are required by governing authorities for the performance of the work shall be procured and paid for by the Contractor.
- (b) All work shall be performed in compliance with all applicable and governing safety regulations including the regulations of the Occupational and Safety Health Act. All safety lights, signs and guards required for performance of work shall be provided by the Contractor.
- (c) All work shall conform to the requirements of all applicable codes, ordinances and regulations including the rules and regulations of the National Electrical Code, the National Fire Protection Association, the International Building Code, O.S.H.A. and all State and local laws, codes and ordinances.
- (d) Laws, codes, ordinances and regulations shall take precedent excepting only where the work called for by the drawings and specifications exceeds by quality and quantity.
- (e) Fixtures, appliances, equipment and materials which are subject to Underwriter's Laboratory tests shall bear such approval.
- (f) Manufacturers listed in the equipment schedules are intended to establish quality only. Mechanical and electrical designs are based on the requirements for the specified manufacturers listed on the equipment schedules. Conduit, disconnects, motor starters, breakers, fuses and wire sizes are selected on basis of scheduled equipment. Increased current requirements necessitating larger wire, breakers, switches, etc., to accommodate any alternate or substitute manufacturer's equipment, other than as shown on drawings shall be provided without any increase in contract price by Contractor furnishing the equipment.
- (g) Manufacturers, where specifically called for, must provide factory tests, unit installation observations, unit start-up and tests, etc., as specified; and submit signed reports to the Project Manager upon completion of these services.
- (h) The contract drawing(s) are in part schematic and intended to convey the scope of work and indicate the general layout, design and arrangement. The Contractor shall follow these

drawing(s) in the layout of their work and shall verify all existing site conditions to determine all conditions affecting the work shown or specified. The contract drawing(s) are not to be scaled and the Contractor shall verify spaces in which the work is to be installed.

- (l) Follow drawing(s) in laying out work, verify spaces in which work will be installed, and maintain maximum headroom and space conditions at all points. Where headroom or space conditions appear inadequate, Project Manager shall be notified before proceeding with installation.
- (j) All work shall be performed by trained mechanics of a particular trade involved and done in a neat and workmanlike manner as approved by the Project Manager.
 - (i) Work shall be performed in cooperation with operation of existing systems and scheduled to allow timely and efficient completion of project.
- (k) Where specific details and dimensions are not shown on the drawings, the Contractor shall take measurements and make layouts for the proper installation of the work and coordination with all other work on the project. In case of any discrepancies between the drawings and the specifications, it shall be assumed, by the signing of the Contract, that the higher cost (if any difference in costs) is included in the contract price, and the Contractor shall perform the work in accordance with the drawings or with the specifications, as determined and approved by the Project Manager.

(l) Definitions:

- (i) "Piping" includes, in addition to pipe, all fittings, valves, sleeves, hangers, and other supports and accessories related to such piping.
 - (ii) "Concealed" means hidden from sight in chases, furred spaces, shafts, hung ceilings, embedded in construction, or in crawl spaces.
 - (iii) "Exposed" means not installed underground or "concealed" as defined above.
 - (iv) The words "furnish and install", "provide", "furnish", "install", or equivalent words are used or are understood, to mean the Contractor shall furnish and completely install the system, service, equipment, or material named, together with other associated devices, equipment, material, wiring, piping, etc. as required for a complete operating installation, and conforming to the manufacturer's standards and recommendations.
 - (v) It is the intent of the Mechanical specifications and drawings to call for finished work, tested and ready for operation.
- 1) All apparatus, appliances, materials or work not shown on drawings, but mentioned in specifications, or vice versa, and/or all incidental accessories necessary to make work complete and ready for operation, even though not specified or shown on drawings, shall be furnished and installed by the Contractor without increase in contract price.
 - 2) Should there be discrepancies or questions of intent, refer matter to Project Manager in writing for decision before ordering any equipment or materials, or before starting any related work.

Section 1.04 SUBMITTALS

- (a) In addition to the requirements specified, at the project's completion the Contractor shall submit two (2) copies of a complete system operating and maintenance manual (one (1) hard copy and one (1) PDF electronic copy). The operating and maintenance (O&M) manual shall be organized into systems and shall contain the manufacturer's complete detailed operating and maintenance instructions with equipment data for each piece of installed equipment furnished under this project. At a minimum, the O&M manual shall include the following:
 - (i) Manual shall be composed of typed instruction sheets with large drawing sheets (not reduced) folded in with reinforced margin, all included in a post binder system so that sheets can be easily substituted.
 - (ii) Include in O&M manual the manufacturer's written maintenance instructions for each different piece of equipment provided and installed on this project.
 - (iii) Include spare parts list for each major piece of equipment furnished for the project including, any accessories.
 - (iv) Provide a comprehensive list of maintenance procedures for preventative maintenance and troubleshooting; disassembly, repair and reassemble; aligning and adjusting instructions.

Section 1.05 RECORD DOCUMENTS

- (a) Prepare record documents and indicate installed conditions for:
 - (i) Piping systems, size and location, locations of control devices; and valve final set-point positions.
 - (ii) Approved substitutions, Contract Modifications, and actual equipment and materials installed.

Part II. PRODUCTS

Section 2.01 GENERAL

- (a) All materials and equipment shall be new and shall bear manufacturer's name, model number, serial number, date of manufacture, and other identification marking.
- (b) All materials and equipment shall be standard product of manufacturer regularly engaged in production of required type of material or equipment for at least 5 years (unless specifically exempted by Project Manager) and shall be manufacturer's latest design having published properties.

Part III. EXECUTION

Section 3.01 STORAGE AND HANDLING

Contractor shall:

- (a) Comply with manufacture's installation instructions for rigging, lifting, unloading, and transporting unit.
- (b) Protect unit from physical damage. Leave factory shipping covers in place until installation. Contractor is responsible for the repair or replacement of parts, panels, or other components damaged during transportation, rigging, lifting, and the installation of the unit at the site
- (c) Provide a one (1) year warranty, all parts and labor, second-year parts only warranty, and a five (5) year warranty for replacement compressors (Material Only). Warranty must be transferable in the event the site is sold or leased to another entity.

Section 3.02 MANUFACTURES FIELD SERVICES

Contractor shall:

- (a) Provide service by factory trained technicians for a period of up to eight (8) hours to supervise testing, startup, and instruction on operation and maintenance to Stanislaus County.

Section 3.03 POST-INSTALLATION

Contractor shall:

- (a) Perform startup on chillers, and train GSA-FMD maintenance staff on the operation and programming of the chillers.
- (b) Provide two (2) copies of operating and maintenance (O&M) manuals: one (1) hard copy and one (1) PDF electronic copy.
- (c) Provide warranties on equipment and workmanship as required in this agreement.
- (d) Provide two (2) copies of installation drawings for project: one (1) hard copy and one (1) PDF electronic copy.

Section 3.04 MAINTENANCE SERVICE

Contractor shall:

- (a) Provide Service and Maintenance of complete assembly for two (2) years from Date of Substantial Completion.

B. SCOPE OF SERVICES

PART 1 – TECHNICAL SPECIFICATIONS

**PART 1 - GENERAL
1.01 WORK INCLUDED**

PART 1 – TECHNICAL SPECIFICATIONS

**SECTION 26 00 10
General Provisions**

PART 1 GENERAL

1.1 DESCRIPTION AND RELATED WORK

A. This section applies to all Division 26 and is part of all other Division 26 sections.

B. Index of Electrical Specifications:

26 00 10 General Provisions
26 00 20 Basic Materials & Methods
26 05 19 Wire & Cable
26 05 26 Grounding
26 05 33 Conduit & Fittings
26 05 73 Overcurrent Protection
26 24 00 Electric Service and Distribution
26 24 16 Panelboards
26 27 26 Wiring Devices
26 28 16 Disconnects
26 28 26 Pull & Junction Boxes

1.2 SCOPE

A. Contractor shall provide all labor, materials, equipment, and services required for the complete installation, checkout, and startup of all systems shown and specified.

B. The general extent of the electrical work is shown on the electrical drawings, mechanical, plumbing, and architectural drawings, and includes, but is not limited to the following items:

1. Power distribution system, including main switchboard, distribution switchboards, panels, feeders, transformers, ground system and branch circuits including wiring devices.
2. Furnishing and installation of lighting fixtures, lamps, and associated hardware and finishes to make a complete and operational assemblies.
3. Raceway system and terminal boards for data, cable television, and telephone cabling.

4. Connection of all motors, controllers, and control equipment for air-conditioning and plumbing systems, and the furnishing and complete installation of all wire, receptacles, conduit, final connections, and fittings required therefore. Unless indicated otherwise, all motors required for these systems will be furnished by others.
5. Motor starters, disconnect switches, installation of starters, connections of motors, and all power and control circuits and wiring for mechanical and plumbing equipment.
6. Trenching, excavation, backfill and compaction as required by work under Division 26.
7. Branch circuits and outlets for light fixtures.
9. Cutting, patching, caulking, and core boring for all penetrations required for electrical work.
8. Hangers, supports, anchors, etc., necessary for the electrical work.
9. As-Built electrical drawings.
10. Concrete work which is part of the electrical installation.
11. Site electrical work as indicated on drawings.
12. All electrical work shown as by Division 26 on mechanical, plumbing and security electronics drawings or in Division 22 and Division 27 specifications is a part of this contract.
13. Temporary power equipment and connections.

C. Where the work of several crafts is involved, the Contractor shall coordinate all related work to provide each system in complete and in proper operating order.

D. Contractor shall cooperate with all others involved in the project, with due regard to their work, to promote rapid completion of the entire project.

E. Local Conditions: The Contractor shall thoroughly familiarize himself with the work as well as the local conditions under which the work is to be performed. Schedule work with regard to seasons, weather, climatic conditions, and all other local conditions which may affect the progress and quality of the work.

1.3 CODES AND STANDARDS

A. Codes: Contractor shall perform all work in strict accordance with all applicable national, state, and local codes; including, but not limited to, the latest legally enacted editions of the following specifically noted requirements:

1. National Electric Code – NEC
2. ANSI-C2, National Electrical Safety Code – NESC
3. Uniform Building Code – UBC
4. California Fire Code – CFC

B. Standards: Reference to the following standards infers that installation, equipment, and material shall be within the limits for which it was designed, tested, and approved, in conformance with the current publications and standards of the following organizations:

1. American National Standards Institute – ANSI
2. American Society for Testing and Materials – ASTM
3. American Society of Heating Refrigerating and Air Conditioning Engineers - ASHRAE (Standard 90-75)
4. Institute of Electrical and Electronics Engineers- IEEE
5. Insulated Cable Engineers Association – ICEA
6. National Electrical Contractors Association – NECA
7. National Electrical Manufacturers' Association – NEMA
8. National Fire Protection Association - NFPA
9. Underwriters' Laboratories – UL

C. Each type of material shall be of the same manufacturer and quality throughout the work.

1.4 SPECIFICATION TERMINOLOGY

A. Streamlining: In many instances, the products, reference standards, and other itemized specifications have been listed without verblage. In these cases, it is implied that the Contractor shall provide the products and perform in accordance with the reference listed.

B. "Provide" means furnish all products, labor, sub-contracts, and appurtenances required and install to a complete and properly operating, finished condition.

C. "Furnish" means to purchase material as shown and specified, and cart the material to an approved location at the site or elsewhere as noted or agreed, to be installed by supporting crafts.

D. "Install" means to set in place and connect, ready for use and in complete and properly operating finished condition, material that has been furnished.

E. "Rough-in and connect" means provide an appropriate system connection such as conduit with junction boxes, wiring, switches, disconnects, etc., and all wiring connections. Equipment furnished is received, uncrated, assembled, and set in place under the Division in which it is specified.

F. "Accessible" means arranged so that an appropriately dressed person, 6'-2" tall, weighing 250 pounds, may approach the area in question with the tools and products necessary for the work intended, and may then position himself to properly and safely perform the task to be accomplished, without disassembly or damage to the surrounding installation.

G. "Serviceable" means arranged so that the component or product in question may be properly removed, and replaced without disassembly, destruction or damage to the surrounding installation.

H. "Product" is a generic term which includes materials, equipment, fixtures, and any physical item used on the project.

1.5 WORKMANSHIP SUPERVISION

A. All workmanship shall be first-class and carried out in a manner satisfactory to, and approved by, the County Engineer or designated representative.

B. Contractor shall personally, or through a County-approved representative, constantly supervise the work, and so far as possible, keep the same foreman and workmen on the job throughout the project.

1.6 CONFERENCE WITH OWNER

A. Contractor shall confer with the County's representative to confirm exact locations, mounting heights and arrangements of all finish work prior to roughing in. Minor relocations and rearrangements of the work requested at this time shall be included at no additional cost to the Contract; this includes adjusting outlets to suit equipment connection point requirements, splash back height of counters, etc.

1.7 DRAWINGS, SPECIFICATIONS AND SYMBOLS

A. The drawings and specifications are complementary; what is shown on one is as binding as if called for in both. Do not scale the drawings. Locations of devices, fixtures, and equipment are approximate unless dimensioned. Use Architectural drawings to verify exact locations of doors, partitions, and similar features.

B. The drawings are partly diagrammatic and do not show precise routing of conduits or exact locations of all products, and may not show in minute detail all features of the installation; however, provide all systems complete and in proper operating order.

C. Drawing symbols used for basic materials, equipment, and methods are commonly used by the industry and should be universally understood. Special items are identified by a supplementary list of graphical illustrations, or called for on the drawings or in the specifications.

D. Inspect the site and verify all measurements and conditions and be responsible for the correctness of same.

E. Any errors or omissions of detail in either the drawings or the specifications shall not relieve the Contractor from correctly installing all materials necessary for complete and operational electrical systems.

1.8 SAFETY AND INDEMNITY

A. The Contractor shall be responsible for implementing, maintaining, and supervising all necessary safety precautions which will ensure against injury to persons or damage to property as a result of any of his work, tools or equipment on or off the project, before, during or after normal work hours. No drawing review, construction review, or any other act or service rendered by the Owner, Architect, their employees or consultants shall be construed to approve or judge upon the adequacy of the Contractor's safety measures.

1.9 PRODUCT AND SYSTEM SUBMITTALS

A. Submittals: Contractor shall provide submittals for all products to demonstrate compliance with the requirements of the project. Contractor shall submit data no later than thirty (30) days after award of contract or, in any case, to allow sufficient time for review without delaying construction. Contractor shall furnish equipment submittals in the manner described elsewhere in these specifications. In addition, include data for review, and organize data, as noted below:

1. Specifications reference and/or drawing reference for which literature is submitted for review with an index, following specifications format, and item by item identification.
2. Manufacturer's name and address, and supplier's name, address and phone number.
3. Catalog designation or model number.
4. Rough-in data and dimensions.
5. Operation characteristics.
6. Complete customized listing of characteristics required. Indicate whether item is "As Specified" or "Proposed Substitution". Indicate any deviations on submittal. Mark out all

non-applicable items. The terminology "As Specified" used without this customized listing is not acceptable.

7. Wiring diagrams for the specific system.
8. Coordination data to check protective device.
9. Working construction drawings (shop drawings).

B. Submittal Data: Prior to the submission of the required shop drawings, Contractor shall hold a meeting with all trades and check the shop drawings for discrepancies, dimensional errors, omissions, contradictions and departures from the contract requirements. The shop drawings shall then be corrected and submitted to the Architect with appropriate notes.

C. With prior permission from the Engineer, partial submittals will be considered for review provided that they are complete sections, as listed below:

1. Main Switchboard
2. Distribution Boards
3. Motor Controls and Disconnects
4. Raceways, Fittings, and Supports
5. Panels and Transformers
6. Wire and Cable
7. Wiring Devices
8. Contactors and/or relays
9. Auto Transfer Equipment

~~D. Contractor shall mark submittal literature and shop drawings clearly and bind 8 1/2" X 11" literature in three-hole loose-leaf or spiral-bound binders by individual sets.~~

E. Submittal review is for general design and arrangement only and does not relieve the Contractor from any of the requirements of the Contract Documents. Submittals will not be checked for quantity, dimension, fit, or proper technical design of manufactured equipment. Where deviations of substitute product or system performance have not been specifically noted in the submittal by the Contractor, provision of a complete and satisfactory working installation of equal quality to system specified is the responsibility of the Contractor.

1.10 SUBSTITUTIONS

A. Material and equipment has been specified to establish a standard of design and quality.

B. Submit "submittals" on all substituted items in accordance with Division 1 and article above regarding "Submittals".

C. Only one request for substitution shall be considered on each item of materials or equipment.

D. Architect reserves the right to require originally specified items.

E. Acceptance of a substitute is not to be considered a release from the Specifications. Correct any deficiencies in an item, even though approved, at Contractor's expense.

F. Contractor shall be responsible for installation of approved substitution. He shall make and pay for any changes affected in other trades as a result of a substituted item. No increase in Contract sum shall be allowed.

G. Failure to comply with any of the above requirements will necessitate that the original specified items be supplied as well as reimburse the Contractor for the dollar amount for loss of scheduled time, trades coordination and work already constructed that may need to be redone or demolished.

1.11 INSPECTION

A. The Contractor shall cooperate with the Engineer and shall provide assistance at all times for the inspection of the electrical work. Remove covers, operate machinery, or perform any reasonable work which, in the opinion of the Engineer, will be necessary to determine the quality or adequacy of the work.

B. If any material does not conform with these specifications, within three (3) days after being notified by the Architect, the Contractor shall remove the materials from the premises.

C. Work shall not be closed in or covered before inspection and approval by the Owner. Cost of uncovering and making repairs where uninspected work has been closed in shall be burdened by the Contractor.

1.12 PERMITS AND TESTS

A. Contractor shall schedule, obtain, and pay for all permits, fees, and/or services required by local authorities and by these specifications.

B. Request for Tests: Contractor shall notify the Owner a minimum of 72 hours in advance of tests. In the event the Owner does not witness the test, certify in writing that all specified tests have been made in accordance with the specifications.

~~C. Deficiencies: Contractor shall immediately correct all deficiencies which are evidenced during the tests and repeat tests until system is approved. Do not cover or conceal electrical installations until satisfactory tests are made and approved.~~

D. Operating Tests: Upon request from the County, Contractor shall place the entire electrical installation and/or any portion thereof, in operation to demonstrate satisfactory operation.

1.13 IDENTIFICATION

A. Equipment Labels and Nameplates:

1. Contractor shall provide rigid engraved labels and nameplates of laminated black plastic 1/16-inch thick with white letters on a black background, and label emergency equipment red with white letters.

- a. Securely attach labels with two oval head screws, minimum, per label.
- b. Temporary or pen marking is not permitted on equipment. Repaint trims, housings, etc., where markings cannot be readily removed. Refinish defaced finishes.
- c. No labeling abbreviations will be permitted without prior approval.

2. Label and Nameplate Locations – Contractor shall:

- a. Provide .17" (12pt) minimum height letters on following equipment:
 - 1) Secondary feeder breakers in distribution equipment. Designation as required by load served.
 - 2) Special equipment housed in cabinets, as designated on plans, on outside of door.
 - 3) Panelboards, switchboards, as designated on plans, on outside of door.
 - 4) Distribution transformers.
 - 5) Disconnects and starters for motors or fixed appliances. (Include item

designation and branch feeder number, i.e., FAN #4, MCC-2).
6) Designated electrical equipment.

- b. Provide .17" (12pt) minimum height, engraved device plates on switches and receptacles where item controlled is not visible from the switch, or as noted on drawings.
- c. Provide .17" (12pt) minimum height letters on lighting control relays, dimmer controls and remote lighting control equipment.
- d. External Power Sources: Provide .17" (12pt) white letters on red background on all starters or controllers that receive power from an external source that is not de-energized by operating the associated disconnecting means.

B. Branch Circuit Panelboard Directories: Contractor shall provide neatly typed schedule (odd numbered circuits on left side even on right side) under plastic jacket or protective cover to protect the schedule from damage or dirt. Securely mount on inside face of panelboard door. Define briefly, but accurately, nature of connected load (i.e., Lighting Room 102, Receptacles, Boiler Room, Etc.) as approved. Sequentially-numbered schedules shall not be used.

C. Empty Conduits: Contractor shall provide tags with typed description of purpose, and location of opposite end, wired to each end of conduits provided for future equipment.

D. Conduits: Contractor shall mark all conduits entering or leaving panelboards with indelible black magic marker with the circuit numbers of the circuits contained inside.

E. Junction Boxes: Contractor shall mark the circuit numbers of wiring on all junction boxes with sheet steel covers. Mark with indelible black marker. On exposed junction boxes in public areas, mark on inside of cover.

1.14 RECORD DRAWINGS

Contractor shall:

- A. In addition to other requirements, mark up a clean set of drawings as the work progresses, to show the dimensioned location and routing of all electrical work which will become permanently concealed; show routing and location of items cast in concrete or buried underground; show routing of work in permanently concealed blind spaces within the building; show complete routing and sizing of any significant revisions to the systems shown.
- B. Maintain "record document" drawings in an up-to-date fashion in conjunction with the actual progress of installation. Accurate progress mark-ups shall be available on-site for examination by the Architect or Electrical Engineer at all times.
- C. Provide record drawings in accordance with County Standard Construction Specification.
- D. Prepare wiring diagrams on reproducible media for all individual special systems as installed, and identify all components and show all wire and terminal numbers and connections.
- E. At completion of project, deliver these drawings to the Architect and obtain written receipt.

1.15 OPERATING INSTRUCTIONS

- A. Prior to final acceptance, Contractor shall instruct an authorized representative of the Owner for eight (8) hours on the proper operation and maintenance of all electrical systems and equipment under this contract. This requirement is for several systems, and is in addition to all special training specified in other sections. Make available a qualified technician for each

component of the installation for this instruction. Give these operating instructions after the operation and maintenance manuals have been furnished to the Owner. Submit written certification, signed by the Contractor and an authorized representative of the Owner, that this has been completed.

1.16 OPERATION AND MAINTENANCE MANUALS

Contractor shall:

A. Provide Operation and Maintenance Manuals in the manner described elsewhere in these specifications. In addition, organize manual and include data and narrative as noted below. Bind each manual in a hard-backed loose-leaf binder.

B. Provide a separate chapter for each section of the electrical specifications with sub-chapters for each class of equipment or system. Provide a table of contents for each chapter, and each major item in each chapter, to indicate the page number of each. Label all pages to assure correct placement in manual. Identify each piece of equipment with its associated specification description.

C. Operating Sequence Narrative:

1. In each chapter, describe the procedures necessary for personnel to operate the system and equipment covered in that chapter.
2. Describe procedures for start-up, operation, emergency operation and shutdown of each system; if a particular sequence is required, give step-by-step instructions in that order.
3. Describe all seasonal adjustments which should be accomplished for each system.
4. Provide the above descriptions in typewritten, simple outline, narrative form.

D. Maintenance Instructions:

1. Provide complete information for preventive maintenance for each product, including recommended frequency of performance for each preventive maintenance task.
2. Provide instructions for minor repair or adjustments required for preventive maintenance.
3. Provide all information of a maintenance nature covering warranty items, etc.
4. Provide complete information data for all the spare and replacement parts for each product and system. Properly identify each part by part number and manufacturer.

E. Manufacturer's Brochures: Include manufacturers' descriptive literature covering all products used in each system, together with illustrations, exploded views and renewal parts lists. Highlight all applicable items and instructions, or mark-out non-applicable items.

F. Shop Drawings: Provide a copy of all corrected, approved shop drawings for the project with the manufacturers' brochures or properly identified in a separate subsection.

G. Operation and Maintenance Manuals shall be fully corrected to include review comments prior to final submission to the Owner.

1.17 GUARANTEE

A. The guarantee provision of this specification requires prompt replacement of defective equipment, materials, products, or workmanship that may occur within two years of completion. This includes, but is not limited to, all work required to restore or replace the defective items and to make necessary adjustments to the entire installation as required to provide safe, proper operation.

B. This guarantee period shall begin on the day the completed installation is released for full use by the Owner, and shall be a date mutually agreeable to the Owner and Contractor. Any item released for use to the Owner prior to full release, shall have its guarantee period start the day that particular item is released for use by the Owner, if the Contractor secures from the Owner written authorization for the guarantee for the particular item or system to begin prior to completion of the project. If written authorization is not obtained, the guarantee shall begin upon the date of full use by the Owner, or as otherwise agreed in writing between the Owner and Contractor.

C. All extending warranties required to be furnished on specific items by this contract shall be delivered to the Owner prior to completion of the project.

1.18 PROJECT COMPLETION AND DEMONSTRATION

A. Tests: During final inspection, Contractor shall conduct operating tests for approval. Demonstrate installation to operate satisfactorily in accordance with requirements of Contract Documents. Should any portion of installation fail to meet requirements of Contract Documents, repair or replace items failing to meet requirements until items can be demonstrated to comply. Have instruments available for measuring light intensities, voltage and current values and for the demonstration of continuity, grounds, or open circuit conditions. Furnish personnel to assist in taking measurements and making tests. In the event that systems are not complete and fully operational at the time of final inspection, all costs of any subsequent inspections shall be borne by the CONTRACTOR at no additional cost to the Owner.

B. Certificate of Completion: Contractor shall submit at the time of request for final inspection, a complete letter in the following format:

I, _____ (Name), of
_____ (Firm), certify that the electrical work is complete in accordance with Contract Plans and Specifications, and authorized change orders (copies of which are attached hereto) and will be ready for final inspection as of _____ (Date). I further certify that the following Specifications requirements have been fulfilled:

1. Megger readings performed _____ (Date).
2. Operating manuals completed and instruction of operating personnel performed, _____ (Date). _____ (Signed) Owner's Representative.
3. Record document drawings up-to-date, accurate and ready to deliver to Architect.
4. All systems are fully operational. Project is ready for final inspection.

SIGNED: _____ DATE: _____
TITLE: _____

END OF SECTION

SECTION 26 00 20
BASIC MATERIALS & METHODS

PART 1 GENERAL

1.1 DESCRIPTION

A. This Section describes specific requirements, products, and methods of execution which are

typical throughout the electrical work of this project. Additional requirements for the specific systems may modify these requirements.

1.2 COORDINATION

A. Contractor shall layout all the work in advance and avoid conflict with other work in progress. Physical dimensions shall be determined from Architectural and Structural plans. Verify locations for junction boxes, disconnect switches, stub-ups, etc., for connection to equipment furnished by others, or in other Divisions of this work.

1.3 WORKING SPACE

A. Contractor shall provide adequate working space around electrical equipment in compliance with Article 110 of the National Electrical Code. In general, provide 36 inches minimum clear work space in front of panelboards and controls.

1.4 SERVICEABILITY OF PRODUCTS

Contractor shall:

A. Furnish all products to provide the proper orientation of serviceable components to access space provided.

~~B. Coordinate installation of panels, equipment, system components, and other products to allow proper service areas for all items requiring periodic maintenance inspection or replacement.~~

C. Replace or relocate all products incorrectly ordered or installed.

1.5 ACCESSIBILITY OF PRODUCTS

Contractor shall:

A. Arrange all work to provide access to all serviceable and/or operable products. Layout work to optimize net usable access space within confines of space available. Advise County, in a timely manner, of areas where proper access cannot be maintained. Furnish layout drawings to verify this claim, if requested.

B. Provide access doors in ceilings, walls, floors, etc., for access to junction boxes, automatic devices, and all serviceable or operable equipment in concealed spaces.

PART 2 PRODUCTS

2.1 MATERIALS AND EQUIPMENT FURNISHED IN DIVISION 26

A. All materials furnished and installed in permanent construction shall be American made, new, full-weight, standard in every way, and in first-class condition.

B. All materials shall conform with the standards of an organization acceptable to the authority having jurisdiction and concerned with product evaluation, that maintains periodic inspection of labeled equipment or materials and by whose labeling the manufacturer indicate compliance with appropriate standards or performance in a specified manner. Only materials designed for the purpose employed shall be used.

C. Materials shall be identical with apparatus or equipment which has been in successful operation for at least two years. All materials of similar class or service shall be of one manufacturer.

D. Capacities, sizes, and dimensions given are minimum unless otherwise indicated. All systems, materials and equipment proposed for use on this project shall be subject to review for adequacy and compliance with Contract Documents.

2.2 MATERIALS AND EQUIPMENT FURNISHED IN OTHER DIVISIONS

A. Controls, including conduit, wiring, and control devices required for the operation of systems furnished in other Divisions shall be provided complete under the Division of the Specifications in which the equipment is specified.

B. All work on the project that falls under the jurisdiction of the electrical trade shall be performed by Licensed Electricians in conformance with the electrical specifications.

C. Provide complete power connections to equipment including but not limited to feeders, connections, disconnects and motor running overcurrent protection. Where starters are provided as part of a packaged equipment, overcurrent heaters shall be provided by the ELECTRICAL CONTRACTOR.

PART 3 EXECUTION

3.1 STORAGE AND HANDLING

A. All items shall be delivered and stored in original containers, which shall indicate manufacturer's name, the brand, and the identifying number. Items subject to moisture and/or thermal damage shall be stored in a dry, heated place. All items shall be covered and protected against dirt, water, chemical and/or mechanical damage.

3.2 PROTECTION OF MATERIAL AND EQUIPMENT

A. The CONTRACTOR shall be responsible for any and all materials and equipment to be installed under this contract. The CONTRACTOR shall make good at his own cost any injury or damage which said materials or equipment may sustain from any source or cause whatsoever before final acceptance.

3.3 INSTALLATION

A. All materials and equipment shall be installed by skilled craftsmen. The norms for execution of the work shall be in conformity with NEC Chapter 3 and the National Electrical Contractors' Association "Standards of Installation", which herewith is made part of these specifications.

B. Repair all surfaces and furnish all required material and labor to maintain fireproof, airtight and waterproof characteristics of the construction.

C. Installation of all equipment shall be in accordance with manufacturers' instructions.

3.4 SUPPORT SYSTEMS

A. Pipe straps and hanger rods shall be fastened to concrete by means of inserts, expansion bolts, or power-driven fasteners, to brickwork by means of expansion bolts and to hollow masonry by means of toggle bolts.

B. Hanger rods with spring steel fasteners may be used for 1-1/2" EMT and smaller conduits in dry locations.

C. Cable trays, multi-conduit runs, etc., shall be supported by double rods at each point of

support and be supported independently of any other building system unless noted otherwise on drawings.

D. Provide sway bracing for suspended light fixtures and conduit supports per local seismic requirements.

3.5 MOUNTING HEIGHTS

A. Mounting height shall be to center of box above finished floor (AFF) as noted below unless otherwise shown or indicated. Other mounting heights are indicated on the drawings by detail. Specific dimensions AFF are shown adjacent to the symbol. Where devices are shown on architectural elevations, the elevation height shall govern.

Lighting switches
and dimmers 46 inches

Convenience outlets and
similar devices 18 inches

Convenience outlets in
mechanical, boiler rooms
and workrooms 48 inches

Motor controllers 60 inches to top

Panelboards 76 inches to top

Telephone panels 72 inches to top

Bracket lights 84 inches

Exterior WP convenience
outlets 24 inches AFF

Telephone/data outlets 18 inches

Public telephone outlets 46 inches

Doorbell push buttons 46 inches

All bells, chimes, clocks and
Basic Materials & Methods
similar signal devices 90 inches

3.6 CUTTING AND PATCHING

A. Contractor shall obtain written permission of the ARCHITECT before cutting or piercing structural members.

B. Sleeves through floors and walls to be black iron pipe, or galvanized rigid steel, flush with walls, ceilings or finished floors, sized to accommodate the raceway. Grout all penetrations through concrete walls or floors. Holes through existing concrete shall be core drilled.

3.7 PROTECTIVE FINISHES

Contractor shall:

- A. Take care not to scratch or deface factory finish of electrical apparatus and devices. Repaint all marred or scratched surfaces.
- B. Provide hot dip galvanized components for ferrous materials exposed to the weather.

3.8 TESTING

Contractor shall:

- A. Prior to final test, all switches, panelboards, devices, and fixtures shall be in place.
- B. Test all electrical systems. They shall be free from short circuits and unintentional grounds. Provide megger testing for all feeders.
- C. Make all changes necessary to balance the actual electrical loads on the complete system. Arrange for balanced conditions of circuits under connected load demands, as contemplated by the normal working conditions.
- D. Conduct a performance test of the ground fault system in accordance with NEC Article 230-95(c) and the requirements of the local agency having jurisdiction.
- E. Furnish one (1) copy of certified test results to the ARCHITECT prior to final inspection.

3.9 CLEAN-UP AND COMMISSIONING

- A. Throughout the work, the CONTRACTOR shall keep the work area reasonably neat and orderly by periodic clean-ups.
- B. As independent parts of the installation are completed, they may be commissioned and utilized during construction.

3.10 WARRANTY

- A. Unless otherwise specified, the warranty starts on the date written notice is given that the project is complete and all required corrections have been made. Warranty shall certify that all defects in materials or workmanship shall be promptly repaired or replaced by the CONTRACTOR, to the satisfaction of the Owner, for a period of two (2) years, except when in the opinion of the ARCHITECT such failure is due to neglect or carelessness by the Owner.

END OF SECTION

SECTION 26 05 19
WIRE & CABLE

PART 1 GENERAL

1.1 RELATED WORK ELSEWHERE

- A. Section 26 05 33: Conduit and Fittings
- B. Section 26 05 26: Grounding

1.2 QUALITY ASSURANCE

- A. All wire and cable shall comply with applicable standards of the Underwriters Laboratories, Inc.
- B. Contractor shall certify to the Engineer that all terminations made where a crimping tool is required, have been made using a crimping tool approved by the lug manufacturer.

1.3 PRODUCT DELIVER, STORAGE, AND HANDLING

- A. Contractor shall deliver materials and equipment to project site in manufacturer's original packaging with labeling showing product name, brand, model, project name, address, and Contractor's name. Store in a location as agreeable with Contracting Officer, secure from weather or accidental damage.

PART 2 PRODUCTS

2.1 LABELING

- A. Electrical conductors for power shall be delivered to the job site plainly marked or tagged on 24" centers as follows:

1. Underwriters Label
2. Gauge
3. Voltage
4. Kind of insulation
5. Name of Manufacturer
6. Trade Name

- B. Conductor labels shall be white PVC tubing with machine printed black marking. Tubing shall be sized to fit conductor insulation. Adhesive strips are not acceptable.

2.2 INSULATION

- A. All conductors #10 and smaller shall be 600-volt, type THWN, or THHN except as noted otherwise.
- B. All conductors #8 and larger shall be 600-volt, type THWN, XHHW, or THHN except as noted otherwise.
- C. All circuit conductors installed within fluorescent fixture raceways shall be 600-volt, 105-degree type, RHH, or THHN except in fixtures that have wiring raceways specifically approved for 75 degree Centigrade wire.

2.3 CONDUCTORS

- A. Unless specifically noted otherwise herein, all conductors for general wiring shall be a minimum of 98% conductivity, stranded, soft drawn copper.
- B. All conductors for control wiring shall be stranded copper only.
- C. Except where noted on the plans or in this specification, the minimum conductor size shall be #12.
- D. Armored cable (Type AC or MC Cable), a fabricated assembly of insulated conductors in a flexible metallic enclosure, is not permissible for use on this project, except for lighting fixture whips.

E. Nonmetallic-Sheathed Cable (Type NM and NMC), a factory assembly of two or more insulated conductors having an outer sheath moisture resistant, flame retardant, non-metallic material, is not permissible for use on this project.

F. All conductors shall have identical color insulation from circuit breaker or control panel to load or device.

2.4 PULLING LUBRICANT

A. Wire pulling lubricant shall be UL or Factory Mutual approved wire pulling compound.

2.5 CONNECTIONS

A. Wire nuts for joints, splices and taps for conductors #8 and smaller shall consist of a cone-shaped expandable coil spring insert, insulated with a Teflon or plastic shell. Threaded or crimp types will not be accepted. Use "Skotchlock", "Hydent", or equal.

B. Terminals for stranded conductors #8 and smaller shall be a pre-insulated crimp type.

C. Lugs and connectors for conductors #6 and larger shall be compression types of one piece tubular construction with flat rectangular tongues. Two-hole lugs shall be used for sizes 4/0 and larger. Fittings for copper conductors shall be tin-plated copper. Fittings for aluminum conductors shall be tin-plated aluminum, factory filled with a corrosion inhibiting and oxide penetrating compound.

D. Electrical tape shall be UL approved plastic.

2.6 GROUNDING WIRE

A. #12 AWG minimum, tinned, stranded copper conductor with green color insulation.

B. Isolated ground conductors shall be #12 AWG minimum tinned, stranded copper with green color insulation and yellow tracer.

PART 3 EXECUTION

3.1 CLEANING

A. All debris and moisture shall be removed from raceways, boxes, and cabinets before installing wire or cable.

3.2 PULLING

A. No oil, grease or similar substances shall be used to facilitate the pulling in of conductors. Use a specifically approved anti-static wire pulling compound.

B. No wire or cable shall be pulled in until all construction which might damage insulation or fill conduit with foreign material is completed.

C. Wire shall be pulled into conduits with care to prevent damage to insulation. Use basket pulling grips to avoid slipping of insulation on conductors. Nylon rope or other "soft" surfaced cable must be used for pulling in conduits other than steel.

D. Provide a mandrel pull in all switchboard and panelboard feeder conduits prior to installing conductors.

3.3 CONNECTIONS

- A. Stranded conductors #8 and smaller shall be terminated with terminals of appropriate size where connected to screw type lugs.
- B. Joints, splices and taps in dry locations for conductors #8 and smaller shall be made with twist-on connectors suitably sized for the number and gauge of the conductors.
- C. Contractor shall furnish and install proper lugs in all panelboards, switchboards and gutters as required to properly terminate every cable. Where paralleled conductors or conductors of large size are to terminate on a breaker, a short length of copper cable (of capacity of the breaker) shall be connected to the breaker, and the proper compression type lug installed to connect this cable to the feeder cable. The cutting of cable strands to fit the breaker will not be permitted.
- D. Connections of copper to aluminum bus bars and lugs shall be made using Belleville washers and flat washers to compensate for differing rates of thermal expansion.
- E. Only crimping tools approved by the manufacturer of the terminals or lugs shall be used.
- F. Uninsulated lugs and wire ends shall be insulated with layers of plastic tape equal to insulation of wire and switchboards, with all irregular surfaces properly padded with insulating putty prior to application of tape. Wire in panels, cabinets, pull-boxes and wiring gutters shall be neatly grouped together and laced with #12 standard lacing twine, or cable ties.
- G. In underground locations, joints, splices and taps shall be insulated by the "Skotchcast" epoxy resin method.

3.4 COLOR CODING AND LABELING

- A. All wiring shall be color coded as follows:
 - 277/480V 120/208V
 - Phase A: Brown Black
 - Phase B: Orange Red
 - Phase C: Yellow Blue
 - Neutral: Gray White
 - Ground: Green Green
- B. In addition to color coding, all power, control and alarm wiring shall be numbered and identified by means of wire markers at all switchboards, panelboards, auxiliary gutters, junction boxes, pull-boxes, receptacle outlets, light outlets, disconnect switches, and circuit breakers. These markers shall correspond to numbers on shop drawings.

3.5 FIELD QUALITY CONTROL

- A. Operating Test: After installation has been completed, Contractor shall conduct an operating test. The equipment shall be demonstrated to operate in accordance with the requirements of this section of the specifications. Contractor shall furnish necessary instruments and personnel required for test.

END OF SECTION

SECTION 26 05 26
GROUNDING

PART 1 GENERAL

1.1 DESCRIPTION

A. This section describes general requirements, products and methods of execution relating to the furnishing and installation of a grounding system complete as required for this project.

1.2 MINIMUM REQUIREMENTS

A. The minimum requirement for the system shall conform to Article 250 of the NEC.

1.3 SPECIAL REQUIREMENTS

A. Unless specified elsewhere, the ohmic values for grounds and grounding systems shall be as follows:

1. For grounding metal enclosures and frames for electrical and electronically operated equipment--5 ohms maximum.
2. For grounding systems which electrical utilization equipment and appliances are connected--5 ohms maximum.
3. For grounding secondary distribution systems, neutrals, non-current carrying metal parts associated with distribution systems, and enclosures of electrical equipment not normally within reach of other than authorized and qualified electrical operating and maintenance personnel--10 ohms maximum.

PART 2 PRODUCTS

2.1 All grounding conductors, ground rods, and equipment required for ground systems shall be in accordance with UL 467 and as follows:

- A. Grounding conductor for building service ground to be bare copper sized in accordance with NEC Article 250.
- B. Grounding conductor for telephone service entrance and panels to be #6 bare copper, with 6'-0" slack cable at each panel.
- C. Grounding conductor for security electronics equipment locations shall be #6 bare copper with 6'-0" slack cable at each location.

2.2 CONNECTIONS

A. Joints in grounding conductors and mats below grades shall be made with solderless compression connections or with AMPACT TAP equipment. Terminations above grade shall be made with solderless lugs, securely bolted in place.

PART 3 EXECUTION

3.1 SERVICE GROUND

A. Contractor shall create an equipotential plane for the grounding system for this project at the service entrance equipment by connecting the following to the service entrance ground bus:

1. The commercial system's grounded neutral conductor for transformer neutrals.
2. All metallic water services to the building.
3. All "man-made" grounds specified to be installed.

4. The service entrance equipment and all conduits entering and leaving the equipment.
5. The metallic gas mains entering the building past the gas meter, if gas service is installed.
6. Reinforcing steel in slab and/or footings.
7. Structural steel columns (one, minimum).
8. Other items or equipment called for on the drawings.

B. Current carrying capacity of the grounding and bonding conductors shall be in conformity with table 250-94 of the NEC.

3.2 "MAN-MADE" GROUND

A. "Man-made" ground shall consist of a "Ufer Ground" as shown on the plans. The "man-made" ground shall be tested with an approved measuring device, such as "Vibroground", in order to verify that resistance does not exceed the specified level.

B. Contractor shall furnish certified test results.

3.3 EQUIPMENT GROUND

A. The raceway system shall be bonded in conformity with NEC requirements to provide a continuous ground path. Where required by code or where called for on the plans, an additional grounding conductor shall be sized in conformity with table 250-95 of the NEC.

B. Contractor shall provide separate grounding conductor securely bonded and effectively grounded to both ends of all conduits.

3.4 TRANSFORMER GROUNDS

A. Transformer secondary alternating current grounding electrode conductor shall be sized in accordance with NEC Table 250-94 and shall be run continuous, unbroken to the main switchboard ground bus.

B. In addition to the grounding electrode conductor in 3.04-A, and equipment grounding conductor sized in accordance with NEC Table 250-95 shall also be provided, connecting the transformer enclosure to the main switchboard ground bus.

END OF SECTION

SECTION 26 05 33 CONDUIT & FITTINGS

PART 1 GENERAL

1.1 DESCRIPTION

A. This Section describes specific requirements, product, and methods of execution relating to conduit and conduit fittings approved for use on this project. Type, size and installation methods shall be as shown on drawings, required by code and specified in the following.

1.2 QUALITY ASSURANCE

A. Conduit and conduit fittings shall be standard types and sizes as manufactured by a nationally recognized manufacturer of this type of materials and be in conformity with applicable standards

and UL listings.

PART 2 PRODUCTS

2.1 CONDUIT

A. Conduit types approved for use on this project shall be of the following types:

1. Galvanized rigid steel conduit - GRC
2. Intermediate metal conduit - IMC
3. Rigid copper-free aluminum conduit
4. Electrical metallic tubing - EMT
5. Schedule 40, polyvinyl chloride conduit - PVC
6. Flexible metallic conduit
7. Liquid-tight flexible non-metallic conduit - LT

2.2 FITTINGS

A. Fittings utilized with rigid steel and aluminum shall be galvanized steel or iron or copper-free aluminum weatherproof threaded type. Conduit bushings shall be of the Insulated types. Where grounding bushings are required, insulated grounding bushings with pressure type lugs shall be provided.

~~B. Couplings and connectors for EMT shall be made of galvanized steel or malleable iron. All connectors shall have insulated throats.~~

C. Fittings for PVC 40 shall be polyvinyl chloride, installed using PVC solvent to form a watertight joint, except elbows shall be galvanized rigid steel.

D. Fittings for flexible metal conduit shall be steel only.

E. Fittings for liquid-tight flexible conduit shall be steel, of a type incorporating a threaded grounding cone, nylon or plastic compression ring, and a tightening gland, providing a low resistance ground connection. All throats shall be insulated.

F. Provide compression type fitting for all conduit. Set screw type fittings will NOT be allowed

2.3 SURFACE MOUNTED METALLIC RACEWAYS:

A. Steel with grounded receptacles, complete with outlets on centered spacings as called for on the drawings. Raceway shall be grounded and UL listed.

B. Acceptable manufacturers: Wiremold Co., Walkerduct, or Panduit.

C. Plugmold shall be single cell two-piece metallic raceway. Wiremold 3000 series or equal. Provide grounded duplex receptacles spaced as noted on plans.

2.4 CONDUIT SUPPORTS:

A. Pipe hangers for individual conduits shall be factory made, consisting of a pipe ring and threaded suspension rod. The pipe ring shall be springable wrought steel. Rings shall be bolted to or interlocked with the suspension rod socket.

B. Pipe racks for groups or parallel conduits shall be constructed of galvanized structural steel preformed channels of length as required, suspended on threaded rods and secured thereto

with nuts above and below the cross bar.

C. Factory made pipe straps shall be two-hole galvanized clamps.

2.5 OUTLET BOXES:

A. Outlet boxes shall be galvanized steel type.

B. Outlet boxes for surface raceways exposed in public areas shall be Wiremold or equal. Paint to match adjacent surfaces.

2.6 PULL BOXES AND CABINETS:

A. All pull boxes and cabinets shall be code gauge galvanized steel.

2.7 CONDUIT SEALS:

A. Conduit seals shall be a fire-retardant silicone foam formed in place by the mixing of two liquid components. Comply with ASTM E-119 and Underwriters' Laboratories, Inc.

B. Manufacturers as follows; or equal:

1. Dow Corning 3-8548 RTV
2. Chase Technology Corp. - CTC PR-855
3. 3M CP-25 Caulk or 3M 303 Putty

PART 3 EXECUTION

3.1 USES PERMITTED:

A. Conduits shall be of the size shown on the drawings or as required by the NEC, whichever is larger. Minimum size of conduit shall be 3/4-inch. Base sizes on using Type THW wire for wires size #8 AWG and larger. Basis type may be THWN for size #8 AWG and smaller. Conduits installed in the following locations shall be of the types specifically identified only:

1. Underground or encased in concrete - Pabco wrapped or PVC coated rigid steel or PVC-40.
2. Outdoors above-ground or damp locations - rigid steel, or IMC.
3. Dry indoor locations, concealed - rigid steel, rigid aluminum, EMT or flexible conduit, IMC.
4. Dry indoor locations exposed - rigid steel only.
5. Motor, transformers and vibrating equipment flexible connections - liquid-tight flexible conduit, minimum 3 feet, maximum 6 feet conduit length.

3.2 INSTALLATION METHODS

A. All conduit and tubing shall be cut square and reamed smooth at the ends and all joints made tight. Conduit threads shall be lubricated with an approved thread lubricant.

B. Exposed raceways shall be run parallel to or perpendicular to building lines and bent symmetrically or made up with standard elbows or fittings. Concealed raceways shall be routed as directly as possible with a minimum of bends. Exposed raceways in public areas shall be Wiremold or equal, painted to match adjacent surfaces.

C. Liquid-tight flexible conduit with supplemental ground jumper shall be used for all motor

connections. The ground jumper in flexible conduits shall be within the conduit.

D. Each conduit shall enter and be securely connected to a cabinet, junction box, pull box or outlet box by means of a locknut on the outside and a locknut and bushing on the inside, or by means of a liquid-tight, threaded, self-locking, cold-weld type wedge adapter. In EMT or flexible metal conduit, the one locknut shall be made wrench-tight. All locknuts shall be the bonding type with sharp edges and shall be installed in a manner that will assure a locking installation. Locknuts and bushings or self-locking adapters will not be required where conduit are screwed into threaded connections. All runs of conduit shall be protected from the entrance of foreign material prior to the installation of conductors.

E. Conduit or tubing deformed or crushed in any way shall not be installed. Conduit shall be bent only with approved bender (hydraulic or hickey). Bending machines shall be used to make field bends in conduit of 1-1/4" size and larger. Torches shall not be used in making conduit bends.

F. Raceways shall be run at least 5" from parallel runs of heating system pipes, flues, or other high temperature piping systems.

G. Pull wires shall be left in all spare and unused conduits. (Nylon "jet-line" or equal).

H. All conduit stubbed up out of floor and termination inside of an enclosure shall have insulating grounding bushings installed.

I. Raceways penetrating vapor barriers or traversing from warm to cold areas shall be sealed with a non-hardening duct sealing compound to prevent the accumulation of moisture.

J. Raceways shall be provided with expansion joints where necessary to allow for thermal expansion and contraction.

K. The entire electrical raceway system shall form a continuous metallic electrical conductor from service point to every outlet and shall be grounded by connection to the main service ground.

L. Rigid Steel conduit shall have threads filled with conductive sealant before screwing into fittings.

M. A ground wire shall be installed in all PVC and flexible conduit, as required by code.

N. Secure conduit with straps or hangers manufactured for the purpose. Do not notch structural members for the passage of raceways. All conduit shall be securely fastened to the building structure.

O. If conduit runs penetrate a fire wall, then rigid steel conduit shall be used for a Minimum of 3 feet on each side of the fire wall penetration.

END OF SECTION

SECTION 26 05 73
OVERCURRENT PROTECTION

PART 1 GENERAL

1.1 DESCRIPTION

A. This section describes general requirements, products, and methods of execution relating to

overcurrent protective devices approved for use on this project. Type, duty rating and characteristics, fault interrupting capability, and coordination requirements shall be determined from the plans and the following specifications.

1.2 QUALITY ASSURANCE

A. Devices shall be the latest approved design as manufactured by a nationally recognized manufacturer and in conformity with applicable standards and UL listings.

PART 2 PRODUCTS

2.1 MOLDED CASE CIRCUIT BREAKERS

A. Molded case circuit breakers shall be suitable for individual as well as panelboard mounting. Bolt-on type, unless specifically allowed. No breakers designated "plug-on" type allowed.

B. The breakers shall meet current NEMA and UL specifications as applicable to frame size, standard rating and interrupting capability.

C. The breakers shall be one-, two-, or three-pole as scheduled, operate manually for normal ON/OFF switching and automatically under overload and short circuit conditions.

D. Operating handle shall open and close all poles simultaneously on a multi-pole breaker. Operating mechanism shall be trip-free so that contacts cannot be held closed against abnormal overcurrent or short circuit condition.

E. Circuit breakers designated on drawings to be installed into existing distribution equipment shall match existing short circuit ratings.

2.2 FUSIBLE SWITCHES

A. Fusible switches shall be designed for individual mounting as specified in Section 26 28 16 - DISCONNECTS, or for panelboard mounting.

B. Switches designed for panelboard mounting shall have the same properties as specified for the individually mounted switches.

C. Switches shall conform to NEMA and UL 67 standards.

D. Switches shall be used in conjunction with fuses as specified in the following in order to constitute a complete "Overcurrent Protective Device".

2.3 FUSES

A. Fuses of the sizes and types specified on the drawings or as required by equipment manufacturers shall be installed. Fuses shall be capable of interrupting the prospective symmetrical fault current. Furnish one complete set of spare fuses of each rating installed to the Owner. Provide fuse puller(s) for fuse sizes used.

PART 3 EXECUTION

3.1 RATINGS

A. Size devices as shown and specified, or as required by the load being served.

END OF SECTION

**SECTION 26 24 16
PANELBOARDS**

PART 1 GENERAL

1.1 DESCRIPTION

A. This section describes general provisions, products, and methods of execution relating to branch circuit panelboards approved for use on this project. Type, size, ratings, etc., shall be as shown on the plans and in accordance with UL Standards 60 and 67.

1.2 SPECIAL REQUIREMENTS

A. Special features such as main contactor, submain contactor, split bus, etc., shall be provided if called for on the plans. Trims shall be furnished to be compatible with type of mounting.

1.3 QUALITY ASSURANCE

~~A. The panelboards shall be of the latest approved design as manufactured by a nationally recognized manufacturer and be listed in the Underwriters Laboratory and bear the UL label.~~

B. Acceptable manufacturers are Square D Company, General Electric Company, ITE or Cutler Hammer.

1.4 SUBMITTALS

A. Submit for approval manufacturer's shop drawings to show weights, dimensions, mounting arrangements, interconnecting diagrams, schedules of all overcurrent devices, voltage ratings, and all specified accessories.

B. Delete all superfluous information from submittal data such as model numbers and options for equipment contained on manufacturer's data sheets but not used on this project.

C. Refer to appendix B and county standard construction specifications 5-8 for exact submittal requirements.

1.5 WARRANTY

A. Warrant all components, parts and assemblies against defects in materials and workmanship for a period of twelve (24) months after acceptance.

PART 2 PRODUCTS

2.1 CABINETS AND FRONTS

A. Enclosures: Single door with door in door construction, dead front of code gauge steel with trim and door of 12 gauge stretcher-leveled steel. Flush trims shall have no exposed hardware and flush lock. Enclosures shall be 20" wide (minimum) x 5" deep (maximum), unless otherwise noted. Where flush enclosures are deeper than wall, provide frame to seat trim flush. Refer to panel schedules for exact type, by General Electric, ITE, Square D or Cutler-Hammer.

Switchboard and panels must be by same manufacturer.

B. Finish with one coat rust resistant primer, one coat gray enamel inside and out. Flush panels and adjacent cabinet or pull boxes, etc., shall be the same color.

C. Enclosures shall be lockable with flush type combination latch (all keys keyed the same), and two keys shall be furnished with each lock. Mounting height: Top of panel +6'-3" unless otherwise noted.

D. Install 6" x 8" typewritten directory behind glass or plastic on inside of enclosure door showing circuit number and complete as-built description of all outlets controlled by each circuit breaker. Arrange directly to match actual circuit breaker arrangement within panel, i.e. 2, 4, 6 etc. on right side and 1, 3, 5 etc. on left side, on schedule.

2.2 SAFETY BARRIERS

A. The panelboard interior assembly shall be dead front with panelboard front removed.

2.3 BUS ASSEMBLY

A. Busses: Bus capacities as noted on Drawings. Busses shall be made of 98% (or better) conductivity copper bars sized for current density of 1000 amp/sq. inch of cross section area.

2.4 SHORT CIRCUIT RATING

A. Each panelboard, as a complete unit, shall have a short circuit rating equal to or greater than that shown on the panelboard schedule.

2.5 PROTECTION DEVICES

A. Circuit breakers shall individually comply with Section 26 05 73 - OVERCURRENT PROTECTIVE DEVICES. The type to be furnished shall be as shown on the plans. If no withstand rating is specified, minimum requirements shall be 22,000 AIC symmetrical at 208 volts, 42,000 AIC symmetrical at 480 volts.

B. Breaker Identification: Provide a permanently fixed number of each circuit breaker either engraved or stamped in the panel front or snapped into the body of the circuit. Stick on numbers are not acceptable. Where single-phase circuits are connected to a multiple pole breaker or approved handle tied breakers, each pole shall have a number as indicated on plans. For distribution panels, provide an engraved nameplate by each breaker, screw attached with two oval head screws.

2.6 NEUTRAL TERMINAL AND EQUIPMENT GROUNDING TERMINALS

A. All panelboards shall be equipped with an insulated copper neutral terminal bar. A copper equipment grounding terminal bar shall be furnished to terminate equipment grounding conductors. All neutral and ground terminal bars shall be copper.

PART 3 EXECUTION

3.1 MOUNTING

A. Verify mounting arrangement for each location shown on the plans. Where cabinets are recessed, verify adequate thickness of wall and make arrangements for furring as required. In general, all conduits shall enter the top or bottom of panel.

3.2 AUXILIARY GUTTERS

A. Contractor shall provide additional wire gutters or pull boxes to facilitate orderly entry of conduits into cabinets. Bundle and support wires and arrange them in an orderly manner in the designated wire gutters. Gutters shall be flush with flanged trim where noted.

B. Panelboards shall not be used for pull-boxes for wiring not terminating in the panelboard.

3.3 SPARE CONDUITS

A. Provide spare conduits from flush mounted panelboard into accessible ceiling and under accessible floor spaces as follows:

Number of Poles	Spares or Spaces Conduits
1-3	One 3/4"
4-6	Two 3/4"
7 or more	Two 3/4", One 1"

3.4 PANELBOARD LABELS

A. Label panelboards in accordance with Section 26 00 10.

1. First line shall be panelboard name.
2. Second line shall be voltage and phase.

END OF SECTION

SECTION 26 27 26 WIRING DEVICES

PART 1 GENERAL

1.1 DESCRIPTION

A. This section describes general provisions, products and methods of execution relating to line voltage wiring devices approved for use on this project.

1.2 QUALITY ASSURANCE

A. Manufacturers mentioned and catalog number specified are for establishment of type, configuration and quality. Other manufacturers and types may be submitted for approval.

PART 2 PRODUCTS

2.1 DEVICES

A. Contractor shall provide wiring devices indicated. Catalog numbers shown are Hubbell unless noted otherwise. Equal devices manufactured by Pass and Seymour, Leviton, Bryant, Slater and G.E. are acceptable. Provide all similar devices of same manufacturer. Devices and device plates shall be ivory color unless noted otherwise on drawings. Provide weatherproof where so noted on drawings.

2.2 SWITCHES

A. Contractor shall provide 20 Amp, 120-277V rated switches with UL listing for tungsten lamp loads or inductive loads without derating. Switches shall be as follows:

20A
Single Pole CAT. NO. 1221-I
Three-Way CAT. NO. 1223-I
Four-Way CAT. NO. 1224-I
Key Operated CAT. NO. 1221-L
Momentary Cont. CAT. NO. 1557-I
Double Pole CAT. NO. 1222-I
Pilot Switch CAT. NO. 1221-PL
3-Way Pilot Switch CAT. NO. 1223-PL

B. Multiple 277V switches shall be installed in partition boxes.

C. Other switch types shall be provided as called for on the drawings or as required by the application.

2.3 RECEPTACLES

A. Contractor shall provide grounding type receptacles as follows, or as required to match equipment furnished in this or other divisions.

Single phase, 3-wire devices
15A-125V CAT. NO. 5262-I NEMA #5-15R
15A-125V GFCI CAT. NO. GF-5262-I NEMA #5-15R
15A-125V Iso. Grnd. CAT. NO. IG-5262 NEMA #5-15R
15A-250V CAT. NO. 5662-I NEMA #6-15R
Clock hanger 125V CAT. NO. S-373-3SS NEMA #5-15R
20A-125V CAT. NO. 5362-I NEMA #5-20
20A-125V GFCI CAT. NO. GF-5362-I NEMA #5-20R
20A-125V Iso. Grnd. CAT. NO. IG-5362 NEMA #5-20R
20A-250V CAT. NO. 5462-I NEMA #6-20R

B. Outlets requiring ratings color and configurations different from those listed above shall be provided as shown on the plans and/or required by the equipment served.

PART 3 EXECUTION

3.1 COVER PLATES

A. Contractor shall install all wiring devices indicated complete with cover plates. Cover plates shall fit snugly against finished surfaces and line up true with adjacent building lines, and be symmetrical in location and appearance.

3.2 SWITCHES

A. All switches shall be installed so their handles move in a vertical plane.

B. Door swings shall be checked and, if necessary, switches shall be relocated to place them on the strike side of the door.

3.3 RECEPTACLES

A. Receptacles shall not be placed back-to-back in adjacent rooms. They shall be offset at least 12".

B. Unless otherwise noted on the drawings, receptacles shall be installed in the vertical position with the grounding pin down.

END OF SECTION

SECTION 26 28 16 DISCONNECTS

PART 1 GENERAL

1.1 DESCRIPTION

A. This section describes general requirements, products, and methods of execution relating to fusible and non-fusible disconnecting devices approved for use on this project.

1.2 QUALITY ASSURANCE

A. Devices shall be of the latest approved design as manufactured by a nationally recognized manufacturer and in conformity with UL listings and the governing NEMA standards.

B. Acceptable manufacturers are Square D, General Electric, ITE or Cutler Hammer.

PART 2 PRODUCTS

2.1 SAFETY SWITCHES

A. Safety switches, fusible and non-fusible, shall conform to NEMA Standard KSI-1975 for type HD (heavy-duty).

B. Switch Interior: All switches shall have switch blades which are fully visible in the "OFF" position when the door is open. Switches shall be of dead-front construction with permanently attached arc suppressors. Lugs shall be UL listed for copper and/or aluminum cables and be front removable.

C. Switch Mechanism: Switches shall have a quick-make and quick-break operating handle and mechanism which shall be an integral part of the box, not the cover. Switches shall have a defeatable dual cover interlock to prevent unauthorized opening of the switch door in the "ON" position or closing of the switch mechanism with the door open. The switch shall be capable of being locked in the "OFF" position with three (3) padlocks.

D. Enclosures: Switch enclosure shall be suitable for the environment in which the switch is mounted. NEMA 1 enclosure shall be code gauge, UL-98, sheet steel, treated with rust inhibiting phosphate and finished in gray, baked enamel. NEMA 3R enclosure--same requirements as NEMA 1 except galvanized prior to painting.

E. Rating: Ampere, volt and horsepower ratings, as well as number of poles and presence of

neutral bar shall be shown on the name plate.

2.2 CIRCUIT BREAKERS

A. Circuit breakers used as disconnects shall meet requirements specified in Section 16180 - OVERCURRENT PROTECTION. Enclosures for same shall meet the requirements as specified above.

PART 3 EXECUTION

3.1 RATINGS

A. Contractor shall coordinate all details pertaining to size of motor and/or equipment, location and requirements to enclosure, ratings, etc., so as to provide the most suitable unit for the intended purpose.

3.2 LABELS

A. Contractor shall provide nameplates for all disconnects in accordance with Section 26 00 10-1.13. Coordinate names with mechanical equipment lists.

3.3 FUSING

A. Where the rating of a fused disconnect exceeds the ampacity of the conductors being protected, a permanent engraved phenolic label noting maximum fuse size shall be installed in a conspicuous location within the switch.

B. Where recommended or required by the equipment manufacturer, or required by Underwriters Laboratories, disconnects shall be the fusible type, fused in accordance with the equipment nameplate information.

3.4 MOUNTING

Contractor shall:

A. Provide all hardware for independently mounting all disconnect switches to building structure.

B. Disconnect switches may be mounted, attached to mechanical equipment where permitted by equipment manufacturer. Install in accordance with equipment manufacturers instructions.

END OF SECTION

SECTION 26 28 26 PULL & JUNCTION BOXES

PART 1 GENERAL

1.1 DESCRIPTION

A. This Section describes general provisions, products and methods of execution relating to pull and junction boxes approved for use on this project. Furnish all such boxes, whether shown or

not, in order to conform to requirements for maximum pulling length and maximum number of bends allowed.

1.2 QUALITY ASSURANCE

A. Pull and junction boxes 150 cubic inches and smaller shall conform to specifications for outlet boxes, Section 26 28 17.

B. Pull and junction boxes larger than 150 cubic inches shall conform to UL Standard 50-1970, Cabinets and Boxes. The UL label shall constitute proof of acceptable quality.

PART 2 PRODUCTS

2.1 RATINGS

A. Pull and Junction Boxes shall conform to Article 370 of the NEC and the following requirements:

1. Sheet metal boxes shall be approved for use in all dry, interior, non-hazardous locations.
2. Boxes exposed to rain or installed in wet locations shall be NEMA 3R, 4, or as noted.
3. Boxes installed in underground shall be either precast concrete or cast iron.
4. Special boxes, as noted on the drawings, shall be installed in areas of specific service and/or hazards.

PART 3 EXECUTION

3.1 ACCESSIBILITY

A. All boxes shall be installed so that covers are readily accessible and adequate working clearance is maintained after completion of the installation.

3.2 Grounding

A. All boxes shall be grounded with conduit grounding bushings.

END OF SECTION

BID 19-23-AS for Replacement Chiller at PSC

COMPLETE & RETURN THIS PAGE

NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

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

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Bidder declares and certifies under the penalty of perjury: that the only persons or parties interested in this bid as principals are those named herein as Bidder, that he/she either holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this bid or has been duly authorized by a person holding such a position; that the undersigned has examined the "General Conditions and Instructions to Bidders" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this bid, that the undersigned (if awarded the contract) will execute and fully perform the contract for which the bids are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the attached schedule "Form of Bid" and "Paragraph 2 and Exhibit B" of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this bid is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this bid.

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

Name of Bidder: Carrier Corporation
Type of Business: [X] Corporations [] Partnership
Business Address: 1170 W. National Dr., Suite 50
City, State, Zip Code: Sacramento, CA 95834
Dated: 5/8/2018
By: Jed Thompson (Signature) JT (Print Initials)
Name: Jed Thompson (Type or Print Name)
Title: Account Executive
Email Address: Jed.Thompson@carrier.uto.com
CSLB/Business License #: 498642 DIR Registration #: 1000017326
Telephone Number: 208-252-2481 Fax Number: 800-822-0499

*To be signed by authorized corporate officer or partner or individual submitting the bid.

EXAMPLE

- If Bidder is:
1. An individual doing business under own name..... Sign: Your name only
2. An individual using a firm name John Doe, an individual doing business as Blank Company
3. A Partnership John Doe and Richard Roe, partners doing business as Blank Company, by John Doe, partner
4. A Corporation..... Blank Company, by John Doe, secretary (or other title)

Note: The above Non-collusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BID 19-23-AS for Replacement Chiller at PSC

****COMPLETE & RETURN THIS PAGE****

FORM OF BID

STANISLAUS COUNTY GSA PURCHASING DIVISION

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
Replacement Chiller at PSC (BASE BID)					
1	Labor	LUMP SUM	1	\$ 82886.40	
	Materials	LUMP SUM	1	\$ 77,650.00	
	Overhead & Profit	LUMP SUM	1	\$ 44,658.60	
	Total for Item #1	LUMP SUM	1		
Optional Items					
2	5-Year Extended Warranty	LUMP SUM	4	\$ 2,040.00 *10 year warranty \$6,	
	5-Year Service Agreement	LUMP SUM	1	\$ 15,750.00 *2nd chiller installed	
	Rental Chiller Cost	LUMP SUM	1	\$ 16,775.00 per month	
	Total for Optional Items	LUMP SUM	1		
PROJECT TOTAL \$					\$219,460.00

Prompt Payment Discount

Cash discount of n/a % for payment within n/a calendar days, which will be computed from the date delivery is made and accepted by the County, or the date a proper invoice is received, whichever is later. Discount offered with payment terms of less than (20) calendar days will not be considered for award purposes. If no discount is shown, then it shall be assumed that none is offered and that the terms are Net 30 days.

Payment and Invoicing

Payment for services rendered and accepted will be made on a monthly basis, in arrears, after receipt of a proper detailed invoice approved by County-authorized representative. All invoices must be submitted in duplicate to facilitate payment.

The undersigned Bidder has examined the site and all of the documents, plans, and specifications, and shall perform all work and provide all labor, equipment, and materials for the completion and operation of the project for which this bid is made, all as set forth in the specifications provided by County, at bid amounts as stated above. The undersigned Bidder further agrees as follows:

1. Within ten (10) calendar days from the date the Notice of Acceptance of Bid is issued, shall execute the Contract and furnish to Stanislaus County GSA Purchasing (Purchasing) satisfactory insurance and contract bonds guaranteeing the faithful performance of the work and General Conditions thereto.
2. Begin work on the date specified in the Notice to Proceed letter and prosecute said work in such a manner as to complete it within **FIFTY (50) Working Days**

The work shall be so scheduled that existing facilities shall not be disrupted, but shall remain in continuous operation on present schedules.

Accompanying this bid is Bidder's security issued in the form of a bond, a cashier check, or a certified check. Refer to the section of this document titled "GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDER" for additional information about bonding requirements.

Name of Bidder: Carrier Corporation

Business Address: 1170 W. National Dr., Suite 50 Telephone: 209-252-2481

City, State, Zip Code: Sacramento, CA 95834

License #: 499642 License Expiration Date: 10/31/2020

Classification: Corporation DIR Registration #: 1000017325

Dated: 5/8/2019 Fax: 860-822-0499 Email: Jed.Thompson@carrier.uto.com

By: Jed Thompson
(Signature)

Name: Jed Thompson Account Executive
(Printed) (Title)

Note: If incorporated, President, Secretary or Treasurer should sign as such (if partnership, by all partners thereto).

BID 19-23-AS for Replacement Chiller at PSC

****COMPLETE & RETURN THIS PAGE****

ADDENDA ACKNOWLEDGEMENT

Bidder shall complete the below and return with the FORM OF BID:

Addendum No. <u>1</u>	Dated <u>4/23/19</u>	Date Received <u>5/1/19</u>	Initials <u>JT</u>
Addendum No. <u>2</u>	Dated <u>5/1/19</u>	Date Received <u>5/1/19</u>	Initials <u>JT</u>
Addendum No. _____	Dated _____	Date Received _____	Initials _____
Addendum No. _____	Dated _____	Date Received _____	Initials _____
Addendum No. _____	Dated _____	Date Received _____	Initials _____
Addendum No. _____	Dated _____	Date Received _____	Initials _____

Bidder's Name (Printed): Jed Thompson

Bidder's Signature: *Jed Thompson*

Bidder's Title: Account Executive

BOND REQUIREMENTS *

Bid Security required	YES	Amount <u>\$ 10% of the Project Price</u>
Performance bond required	YES	Amount <u>\$ 100%</u>
Payment bond required	YES	Amount <u>\$ 100%</u>

*See item 3 under General Terms and Conditions for specific security/bonding requirements. If required, only the successful Bidder shall submit a performance and payment bond as described in the General Terms and Conditions of this Bid.

BID 19-23-AS for Replacement Chiller at PSC

****COMPLETE & RETURN THIS PAGE****

SUBCONTRACTOR LIST

Each bid shall have listed therein the name and address of each subcontractor to whom Bidder proposes to subcontract portions of the work in an amount in excess of half of one percent (.5%) of the total bid, or \$10,000, whichever is greater. This is in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

NOTE: A contractor or subcontractor shall not be qualified to bid on, or be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this Section, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this Section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 of the Labor Code at the time the contract is awarded.

	<u>SUBCONTRACTOR TYPE</u>	<u>LICENSE NO.</u>	<u>NAME & ADDRESS OF SUBCONTRACTOR</u>	<u>DIR #</u>
1.				
2.				
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16.				
17.				
18.				

(Signed) Jed Thompson
Bidder / Prime Contractor

BID 19-23-AS for Replacement Chiller at PSC

****COMPLETE & RETURN THIS PAGE****

COUNTY OF STANISLAUS

NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES

POLICY STATEMENT

In compliance with 29 U.S.C. 794 and 42 U.S.C. 12132, it is the policy of the County of Stanislaus that it will not aid or perpetuate discrimination against a qualified individual with a disability by funding an agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs, and meetings open to the public to people with disabilities.

In this regard, County and all of its contractors and subcontractors will take all reasonable steps in accordance with 29 U.S.C. 794 and 42 U.S.C. 12132 to ensure that individuals with disabilities have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

CERTIFICATION

Each agency, organization, or person seeking a bid, contract, or agreement with the County of Stanislaus shall sign a Certification of Compliance with 29 U.S.C. 794 and 42 U.S.C. 12132.

**CERTIFICATION OF BIDDER REGARDING
NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES**

The Bidder hereby certifies that he/she/it is in compliance with 29 U.S.C. 794, 42 U.S.C. 12132, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to discrimination and participation of individuals with disabilities.

Name of Bidder: Carrier Corporation

By: Jed Thompson (Signature)

Name: Jed Thompson (Printed)

Title: Account Executive

Dated: 5/8/2019

BID 19-23-AS for Replacement Chiller at PSC

"COMPLETE & RETURN THIS PAGE"
"(ALTERNATE SURETY FORMS MAY BE ACCEPTED)"

FORM OF BIDDER'S BOND
COUNTY OF STANISLAUS

Carrier Corporation
1170 W. National Drive, Suite 50
We, Sacramento, CA 95834 as Principal, and North American Specialty Insurance Company
850 Elm Street, Manchester, NJ 03101 as Surety are bound unto the
County of Stanislaus, hereinafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the
Principle submitted to the Obligee for the work described below, for the payment of which we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the above-identified project for the bids are to be opened at
Modesto, California on May 9, 2019.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications,
after the prescribed forms are presented to him for signature, enters into a written contract, in accordance with
the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment
for labor and materials as provided by law, then this obligation shall be null and void, otherwise, it shall remain in force

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred
by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court

Dated: May 9, 2019

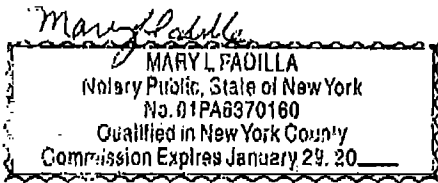
Carrier Corporation
Principal [Signature]
Halina Kazmierczak, Attorney-in-Fact
Surety North American Specialty Insurance Company
By [Signature]
Attorney-in-Fact, Cynthia Farrell

CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ New York
County of New York SS

On this 9th day of May in the year 2019, before me, a notary public in and for the county and state aforesaid,
personally appeared Cynthia Farrell to me to be the person whose name is subscribed to this
instrument and known to me to be the attorney-in-fact of North American Specialty Insurance Company and acknowledged to me that he subscribed the name
of said company thereto as surety, and his own name as attorney-in-fact

(seal)
Notary Public



Edition: 2 (June 2016)

SPECIAL POWER OF ATTORNEY

CARRIER CORPORATION, a corporation organized and existing under the laws of the State of Delaware, on behalf of itself, its subsidiaries and affiliates, (collectively referred to as the "Corporation"), hereby makes, constitutes and appoints Aon Risk Services Northeast, Inc. on behalf of certain of its employees as the Corporation's true and lawful attorneys-in-fact:

Halina Kazmierczak
Vivian Carri
Aklima Noorhassan
Derek J. Elston
Susan A. Welsh
Jennifer L. Jakaitis
Cynthia Farrell
Sandra Diaz
KeAna Conrad

with full power to execute, seal and deliver on behalf of the Corporation, surety bonds and documents ancillary thereto issued in the course of the Corporation's business, subject to the provisions of the Insurance Brokerage and Service Agreement effective March 1, 2007, among Aon Risk Services, Inc. of Connecticut, Aon Risk Services, Inc. of New York, currently known as **AON RISK SERVICES NORTHEAST, INC.** and **UNITED TECHNOLOGIES CORPORATION**, as amended or ~~supplemented from time to time, and to bind the Corporation, thereby as if such writings had been duly executed and acknowledged by officers of the Corporation.~~

IN WITNESS WHEREOF, the Corporation has caused this Special Power of Attorney to be signed by its duly authorized representative this 5th day of July, 2016.

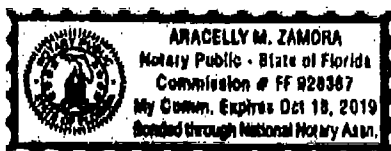
CARRIER CORPORATION

By: Bryan K. Pollard
Name: Bryan K. Pollard
Title: Assistant Secretary

UNITED STATES OF AMERICA)
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

ss: TOWN OF JUPITER

On this 5th day of July 2016, before me, a Notary Public in and for said County and State, personally appeared Bryan K. Pollard who acknowledged himself to be the Assistant Secretary of CARRIER CORPORATION, the corporation named in the foregoing instrument, and that as such, being authorized so to do, executed the foregoing instrument for the same for the purposes therein contained by signing such document in his capacity as Assistant Secretary.



Aracelly M. Zamora
Aracelly M. Zamora, Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of New York

County of New York

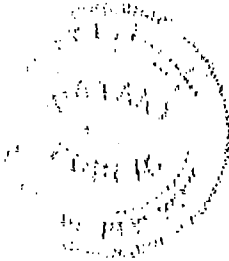
On 5/09/2019 before me, Mary L. Padilla, Notary Public, personally appeared Halina Kazmierczak who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Padilla
Signature of Notary Public

MARY L. PADILLA
Notary Public, State of New York
No. 01PA6370160
Qualified in New York County
Commission Expires January 29, 2022



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

SANDRA DIAZ, CYNTHIA FARRELL, DEBRA A. DEMING, PETER HEALY, JENNIFER L. JAKAITIS, EDWARD REILLY, NANCY SCHNEE, SUSAN A. WELSH, FRANCESCA KAZMERCZAK.

FRANCES RODRIGUEZ, ANDREA E. GORBERT, ANNE POTTER, BEVERLY A. WOOLFORD AND VALORIE SPATES JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



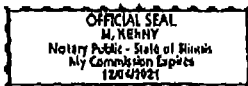
IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 12 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of MAY 09 2019, 20

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



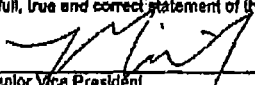
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
A New Hampshire Corporation

BALANCE SHEET AS OF DECEMBER 31, 2017
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioners Basis

ASSETS		LIABILITIES	
Cash	30,177,082	Reserve for Unearned Premiums	19,822
Bonds	302,520,183	Reserve for Losses and Loss Adjustment Expenses	26,208,735
Other Invested Assets	82,436,853	Funds Withheld	9,871,995
Other Admitted Assets	85,288,978	Taxes and Other Liabilities	153,187,026
TOTAL ADMITTED ASSETS	510,423,216	Surplus	321,437,619
		TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	510,423,216

The undersigned, being duly sworn, says: That he is Senior Vice President of North American Specialty Insurance Company, Overland Park, Kansas that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947 6 U.S.C. sec. 6-15; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2017



Michael A. Ho, Senior Vice President
North American Specialty Insurance Company

Subscribed and sworn before me,
this 28th day of March, 2018



Notary Public



EXHIBIT B

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, and for 3 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability (if Design/Build)**, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors' Pollution Legal Liability** and/or **Asbestos Legal Liability** and/or **Errors and Omissions (if project involves environmental hazards)** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

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

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability and Auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the County as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the County's site.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation (except for Professional Liability) which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. At the option of the County, either: the contractor shall cause the insurer shall reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named Insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

- ~~1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.~~
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Verification of Coverage

Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. We strongly recommend obtaining a copy of the policy declarations and endorsement page (make this a requirement in your Contract) to facilitate verification of coverages and spot any undesirable policy limitations or exclusions.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

~~County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.~~

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Jed Thompson Date: 6/6/2019

Signature: *Jed Thompson* Date: 6/6/2019

Vendor Name: Chiller 2 PSC - 19-23 AS Carrier Corporation

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: *Kevin Watts* Date: 6/6/2019

