

**COUNTY OF SOLANO  
STATE OF CALIFORNIA**



**RIO VISTA CORPORATION YARD  
IMPROVEMENT PROJECT 2020, PHASE 1  
OFFICE BUILDING**

**NOTICE TO BIDDERS, BID FORM, SPECIAL  
PROVISIONS, AGREEMENT, AND RELATED CONTRACT  
DOCUMENTS**

Solano County Department of Resource Management  
Public Works Engineering  
675 Texas Street, Suite 5500  
Fairfield, CA 94533-6341

Bid Due Date: October 21<sup>st</sup>, 2020

FOR CLERK OF THE BOARD

Planholder Lists and Bidder Results

for

Solano County Public Works Projects

can be found on our website at

<http://www.solanormplanroom.com/>

COUNTY OF SOLANO  
STATE OF CALIFORNIA

NOTICE TO BIDDERS, BID FORM,  
SPECIAL PROVISIONS, CONTRACT AND  
OTHER RELATED CONTRACT DOCUMENTS  
FOR THE CONSTRUCTION OF

**RIO VISTA CORPORATION YARD  
IMPROVEMENT PROJECT 2020, PHASE 1  
OFFICE BUILDING**

for use in connection with Caltrans Standard Specifications 2018,  
Revised Caltrans Standard Specifications 2018 Dated 4/17/2020,  
Caltrans Standard Plans 2018,  
and Labor Surcharge and Equipment Rental Rates.

**BOARD OF SUPERVISORS**

ERIN HANNIGAN- CHAIRWOMAN  
MONICA BROWN  
JAMES P. SPERING  
JOHN VASQUEZ  
SKIP THOMSON

**SOLANO COUNTY DEPARTMENT OF RESOURCE MANAGEMENT**  
**INTERIM DIRECTOR OF RESOURCE MANAGEMENT: TERRY SCHMIDTBAUER**

675 Texas Street, Suite 5500  
Fairfield, California 94533-6341  
Contact Person: Pejman Mehrfar  
Phone: 707-784- 6073

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**RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020, PHASE 1  
OFFICE BUILDING**

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**SIGNATURE AND SEAL SHEET**

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The Special Provisions and plans contained herein have been prepared by or under the direction of the following Registered Person.



*Pejman Mehrfar*

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PEJMAN MEHRFAR, PE  
SOLANO COUNTY DEPT. OF RESOURCE MANAGEMENT  
SENIOR CIVIL ENGINEER

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# IMPORTANT SPECIAL NOTICE

**Contractors and subcontractors need to be registered with the Department of Industrial Relations in order to 1) bid or be listed on a bid for a public works project or 2) work on a public works project.**

Any contractor or subcontractor who bids on or performs work that requires the payment of prevailing wages under state law must be registered with DIR. This includes not only work performed by the building and construction trades, but also other types of work, including trucking, surveying, and testing, if that work is subject to prevailing wage requirements.

The cost is \$300 for a contractor or subcontractor to apply and register through DIR. If a contractor or subcontractor has more than one entity or business that bids on or performs public works, then each of those entities must be registered with DIR.

To qualify for registration, the contractor or subcontractor must (1) have workers' compensation coverage for their workers, (2) be licensed by CSLB if applicable to their trade, (3) not owe back wages or related penalties under a judgment or order, (4) not be debarred from performing public works by the state or federal government, and (5) not have previously bid or worked in violation of the registration requirement. (\*Please see Labor Code section 1725.5 for complete text of requirements and exceptions.)

Upon registration, the contractor or subcontractor's name and registration will be added automatically to a searchable data base on DIR's website.

**<https://efiling.dir.ca.gov/PWCR/Search>**

Other information regarding these requirements can be found at the following website:

**<http://www.dir.ca.gov/Public-Works/PublicWorksContractorsAndSubcontractors.html>**



## NOTICE TO BIDDERS

Bids open: October 21<sup>st</sup>, 2020

Date: September 24, 2020

The COUNTY OF SOLANO, STATE OF CALIFORNIA will receive bids for the furnishing of all labor, materials, transportation, and services necessary for the construction and completion of:

### **RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020, PHASE 1 OFFICE BUILDING**

#### General work description:

Provide and install a new triple wide modular office building and the ADA Ramp. Connect the new building to a new sanitary sewer lateral, water service, electrical connection and telecommunication service.

Work must be completed within **ONE HUNDRED TWENTY (120)** working days.

The estimated cost of the project is **\$385,000.00**.

There is no DBE requirement for this project.

To comply with State and local guidelines regarding COVID-19, Solano County will be instituting the following changes:

- a. **Bids must be received on October 21<sup>st</sup>, 2020 by 2:00 p.m.**
- b. Bids must be submitted in person on the date of bid opening at the **Solano County Administration Center (CAC), 675 Texas Street, Fairfield, California, 94533**. A drop box on the first floor will be available adjacent to the Information Desk and marked "Public Works Engineering, BIDS". Bids must be placed in the drop box by the time deadline of the date of bid opening.
- c. To maintain social distancing, bids will be read publicly outside the CAC in the public plaza, or in the Parking Garage in the event of increment weather.

Attention is directed to the Contract Documents for complete details and bid requirements. Copies of the Contract Documents may be obtained by logging on <http://www.solanormplanroom.com/> or by calling BPXpress Reprographics at (707)-745-3593. These may be obtained at a set price of \$70.00, plus shipping and handling, and is non-refundable. All bidders must purchase a complete bid set from BPXpress Reprographics in order to be considered responsive and to receive addenda notifications. Submit your bid with bidder's security equal to at least 10 % of the bid. **Questions should be sent to [MRTuggle@solanocounty.com](mailto:MRTuggle@solanocounty.com)**

The successful bidder shall furnish a payment bond and a performance bond.

The County reserves the right to reject any or all bids.

Prevailing wages are required on this contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR website: <http://www.dir.ca.gov> or from the Department's Labor Compliance Office of the district in which the work is located. For further information, please see our web page: [http://www.solanocounty.com/depts/rm/public\\_works/engineering\\_surveying\\_division/projects/request\\_for\\_bids.asp](http://www.solanocounty.com/depts/rm/public_works/engineering_surveying_division/projects/request_for_bids.asp)

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Tuggle', is written over a solid black horizontal line.

MATT TUGGLE  
ENGINEERING MANAGER

## BID TO COUNTY OF SOLANO, STATE OF CALIFORNIA

NAME OF BIDDER Design Space Modular Buildings PNW L.P.

BUSINESS ADDRESS 2725 Fitzgerald Drive

CITY, STATE, ZIP Dixon, CA 95620

TELEPHONE AND AREA CODE ( ) 707-678-6100

The work for which this bid is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the State General Prevailing Wage Rates or Federal Minimum Wage Rates), the project plans described below, including any addenda, the attached contract, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The project plans for the work to be done were approved and are entitled:

### **RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020, PHASE 1 OFFICE BUILDING**

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b) as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If this bid is accepted and the undersigned fails to enter into the contract and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the County,

within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Engineer that the contract has been awarded, the County may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and its acceptance shall be null and void and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the County of Solano.

**WARNING:** Any bidder or contractor not licensed by the time of award of contract shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named in it; that this bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the attached proposed form of contract, and the plans referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the County of Solano, in the form of the copy of the attached contract, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the prescribed manner and time, and according to the requirements of the Engineer as set forth, and that he will take in full payment the following item prices:

**RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020, PHASE 1  
OFFICE BUILDING  
BID SCHEDULE**

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE IN FIGURES	TOTAL PRICE IN FIGURES
1	MODULAR OFFICE BUILDING (F)	SF	2,160	\$	\$ 331,329
2	INSTALLATION OF MODULAR OFFICE BUILDING	LS	1	\$	\$ 68,474
				GRAND TOTAL	\$ 399,803



**SOLANO COUNTY BIDDER'S LIST OF SUBCONTRACTORS  
TO BE COMPLETED AND SUBMITTED WITHIN 48 HOURS AFTER BID OPENING BY  
TOP THREE APPARENT LOW BIDDERS  
(OPTIONAL – CAN BE COMPLETED AND SUBMITTED WITH BID)**

Subcontractor Name and Location		Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number
Name: <u>Wheeler Electric</u>	City, State: <u>San Bernardino CA</u>	<u>Electrical</u>	<u>23,000</u>	<u>5%</u>	<u>397072</u> <u>1000018509</u>	<u>N</u>	
Name: <u>Quality Set Const.</u>	City, State: <u>Merced CA</u>	<u>Installation</u> <u>Plumbing</u>	<u>18,000</u>	<u>4%</u>	<u>1044333</u> <u>1000061151</u>	<u>N</u>	
Name:	City, State:						
Name:	City, State:						
Name:	City, State:						
Name:	City, State:						





## SUBCONTRACTOR LIST FORM

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**SUBCONTRACTOR LIST**  
 DES-OE-0102.2C (REV.03/2015)

Contract No.

Lock Data on Form

Bidding Firm: **Design Space Modular Buildings PNW L.P.**

Business Name and Location	CA State Contractor License Number	Public Works Contractor Registration Number	Bid Items Numbers	Percentage of Bid Item Subcontracted (Whole numbers)	Description of Portion of Work
Whelan Electric San Bernardino	397072	1000018509		5%	Electrical
Quality Set Crest Merced	1044933	1000064151		4%	Installation Plumbing

**ADA Notice**

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION  
THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS  
BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION  
OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID  
STATEMENT RE: EXECUTIVE ORDERS 10925, 11114, AND 11246**

The bidder   x  , proposed subcontractor       , certifies that he has       , has not   x  , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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**SMALL BUSINESS STATUS**

Are you certified as a "Small Business" by the Office of Small Business of the Department of General Services of the State of California?

Please check one of the following:        yes,   x   no,        unsure.

(Note: This small business questionnaire is included for statistical reporting only, and your answer neither affects your bid on this contract, nor will it be cause for penalty.)

## **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code section 10285.1 (Chapter 376, Stats. 1985), the bidder declares under penalty of perjury that the bidder has \_\_\_\_\_, has not   x  , been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee, as referred to in section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the bid. Signing this bid on the signature portion shall also constitute signature of this Statement.

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

## **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with Public Contract Code section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes \_\_\_\_\_ No   x  

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

---

## **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

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

Note: The above Statement and Questionnaire are part of the bid. Signing this bid on the signature portion shall also constitute signature of this Statement and Questionnaire.

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

**NONCOLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE  
SEC. 7106**

The undersigned declares:

I am the Sales Representative of Design Space Modular Buildings PNW LP the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/27/2020 [date],  
at Dixon [city], California [state].

**CALIFORNIA PUBLIC AGENCY, DEBARMENT AND SUSPENSION  
CERTIFICATION**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of non-responsibility or ineligibility by any State or Local Agency in California;

has not been suspended, debarred, voluntarily excluded or determined non-responsible or ineligible by any State or Local Agency in California within the past 5 years;

has not filed any claims, demands for arbitration, or lawsuits against a public agency within the past five years;

has not had any bid submitted to a public agency in the past five years rejected or refused on the grounds that the bidder is not responsible;

has not been found by a court or arbitrator to have filed or presented a false claim against a public agency;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 5 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the bid. Signing this bid on the signature portion thereof shall also constitute signature of this Certification.





### SIGNATURE (BID)

Accompanying this bid is Bidder's Bond  
(Insert the words "cash" (\$\_\_\_\_), "cashier's check," "certified check," or "bidder's bond,"  
in amount equal to at least ten percent of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

### IMPORTANT NOTICE

If bidder or other interested person is a corporation, state its secretary, treasurer, and manager; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested party is an individual, state first and last names in full.

Paul McShane  
Design Space Modular Buildings Inc

License in accordance with an act providing for the registrations of contractors.

License No. 1048629 License Expiration Date 1/31/2021

Classification(s) B

### ADDENDA-BID

This bid is submitted with respect to the changes to the contract included in addenda number/s

1, 2  
(Fill in addenda numbers if addenda have been received and insert, in this bid, any Engineer's Estimate sheets that were received as part of the addenda.)

Addendum or addenda issued by the County must be noted above.

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, section 112 and Public Contract Code section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 10/27/2020

Signature and Title of Bidder Brent Hoffer Sales Representative

Business Address 2725 Fitzgerald Drive, Dixon, CA 95620

Place of Business Same

Place of Residence NA



## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Design Space Modular Buildings PNW, L. P., as Principal, and The Ohio Casualty Insurance Company, a Corporation, organized and existing under and by virtue of the laws of the State of NH and authorized to do surety business in the State of California, as Surety, are held and firmly bound unto the **County of Solano**, State of California, as Obligee, in the sum of Ten Percent of Amount Bid Dollars (\$ 10%), for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the **County of Solano**, State of California, for all work specifically described in the accompanying bid;

### RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020, PHASE 1 OFFICE BUILDING

NOW, THEREFORE, if the aforesaid 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 the prescribed form, 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, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 9 day of October, 2020.

Design Space Modular Buildings PNW, L. P.

The Ohio Casualty Insurance Company

Paul McShane, Pres.  
By: Paul McShane  
Principal (Seal)

Heather Burroughs (Attorney-In-Fact)  
By: Heather Burroughs  
Surety (Seal) NOTE:

- (1) Signatures of those executing for the surety must be properly acknowledged.
- (2) This bond must be in an amount equal to at least ten (10%) percent of the amount bid.
- (3) Bidders must use this form unless the surety company form is substantially the same.



\*SEE ATTACHED

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

### 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 CALIFORNIA }

COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary  
Date Insert Name and Title of the officer

Public, personally appeared \_\_\_\_\_

\_\_\_\_\_  
*Name(s) of Signer(s)*

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

#### OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signers Name: \_\_\_\_\_

☐ Corporate Officer -- Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signers Name: \_\_\_\_\_

☐ Corporate Officer -- Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

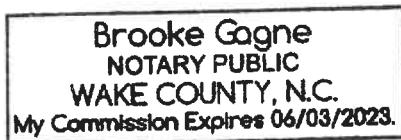
State of ~~California~~ North Carolina )  
County of Durham )

On October 9, 2020 before me, Brooke Gagne,  
Date Here Insert Name and Title of the Officer  
personally appeared Heather Burroughs  
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Brooke Gagne  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8202316-018037**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Burroughs, Brooke Gagne, Phoebe C. Honeycutt, Christopher A. Lydick, Julia C. McElligott, Kenneth J. Peeples, Bobbi D. Pendleton, Adam Pfannmiller, Jason Lee Sayers, Camille Smith

all of the city of Durham state of North Carolina each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of October, 2019.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: [Signature]  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 8th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Theresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 26, 2021  
Member: Pennsylvania Association of Notaries

By: [Signature]  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9 day of October, 2020.



By: [Signature]  
Renee C. Llewellyn, Assistant Secretary





## BIDDER INFORMATION SHEET

Bidder must check one of the following classifications which fits its type of business organization and furnish all information required under that classification.

Please type or print your answers.

☐ BIDDER IS AN INDIVIDUAL

Bidder's name as it appears on State Contractor's License is:

\_\_\_\_\_

☒ BIDDER IS A PARTNERSHIP

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

Design Space Modular Buildings PNW L.P.

The full names of all the partners as they appear on State Contractor's License are:

Paul McShane

Design Space Modular Buildings Inc

\_\_\_\_\_

\_\_\_\_\_

County in which any Certificate of Doing Business Under Fictitious Name is Filed (If none, so state).

☐ BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State Contractor's License is:

\_\_\_\_\_

Corporation is incorporated in the State of: \_\_\_\_\_

## BIDDER INFORMATION SHEET

Bidder must check one of the following classifications which fits its type of business organization and furnish all information required under that classification.

Please type or print your answers.

☐ BIDDER IS AN INDIVIDUAL

Bidder's name as it appears on State Contractor's License is:

---

☐ BIDDER IS A PARTNERSHIP

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

---

The full names of all the partners as they appear on State Contractor's License are:

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---

County in which any Certificate of Doing Business Under Fictitious Name is Filed (If none, so state).

☐ BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State Contractor's License is:

---

Corporation is incorporated in the State of: 

---

## **STATEMENT OF EXPERIENCE OF BIDDER**

The bidder is required to state what work of similar magnitude or character he or she has done, and to give reference that will enable the County to judge of his experience, skill and business standing and of his or her ability to conduct the work as completely and as rapidly as required under the terms of the contract documents. In each instance, given the nature of the work performed, for whom, amount of contract, dates of work, and the name of architect, Engineer, or other supervising person for the County or public agency. If additional space is needed, use and attach additional sheets.

**RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020, PHASE 1  
OFFICE BUILDING**

**AGREEMENT**

THIS AGREEMENT is entered into in quadruplicate this 25<sup>th</sup> day of January, 2020, between the **COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** hereinafter called "County," and hereinafter called "Contractor":

**WITNESSETH**

That for and in consideration of the mutual promises, covenants, agreements and conditions contained in this agreement, the parties agree as follows:

**1. Contract Documents:**

The complete contract between the parties consists of, and is set forth in, the contract documents. The contract documents consist of: (a) the Notice to Bidders, (b) an accepted Bid Form, (c) this Agreement, (d) accepted Payment and Performance Bonds, (e) the Special Provisions, (f) the Caltrans Standard Plans ("**Standard Plans**") 2018, (g) the Caltrans Standard Specifications ("**Standard Specifications**") 2018 pages 1 through 1260, (h) Revised Caltrans Standard Specifications 2018 Dated 10/18/2019 and (i) the Contract Plans. All obligations of the parties are contained in the contract documents, and by their acceptance of this Agreement, the parties agree to be bound by all the provisions of all of the documents. All of the documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of them.

**2. The Work:**

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, materials, and all utility and transportation services to perform and complete in a good and workmanlike manner (for the prices hereinafter set forth), the work of the

**RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020, PHASE 1  
OFFICE BUILDING**

project, and other work as called for, and in the manner designated in, and in strict conformance with the contract documents adopted by the County as prepared by the Engineer. The work shall be performed and completed as required in the plans, drawings, and specifications under the direction and supervision of, and subject to the approval of the Engineer, or designated representative.

**3. Location of Work:**

The work to be performed is at 940 St. Francis Way in Rio Vista, CA.

**4. Time for Completion:**

The work under this contract shall be completed within **ONE HUNDRED TWENTY (120) WORKING DAYS.**

**5. Contract Price:**

As compensation agreed upon for the work, County shall pay or cause to be paid to Contractor, in full, as and for the full contract price and compensation for the construction and completion of the work, the sum of **Three Hundred Ninety-Nine Thousand Eight Hundred and Three Dollar**

Dollars (\$ ) **399,803.00**

which sum is to be paid according to the schedule hereinafter provided and subject to additions and deductions as provided in the contract documents.

**6. Payment of Wages:**

The State General Prevailing Wage Rates are made a part of this contract. It is further expressly agreed between the parties that should there be any conflict between the terms of this instrument and the bid of the Contractor, then this instrument shall control and nothing shall be considered as an acceptance of the terms of the bid conflicting with it.

**7. Workers' Compensation:**


By my signature hereunder, as Contractor, I certify that I am aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**8. Integration:**

It is further expressly agreed between the parties that should any conflict arise between the terms of this contract and the bid of the Contractor; this contract shall control, and nothing shall be considered as an acceptance of the terms of the bid that conflict with it.


9. Execution of Agreement:

SOLANO COUNTY:

By:   
Terry Schmidtbauer  
Director of Resource Management  
(Interim)

Date: 1/25/21

CONTRACTOR:

By:   
TITLE: President

Licensed in accordance with an act providing  
for the registration of contractors

Date: 12/14/20

Contractor's License No. B-1048629

Business License No. 2908

City and County of  
Business License Dixon and Solano

APPROVED AS TO FORM:

County Counsel of Solano County, California

By: 

Dated: January 21, 2021

Note: Attach to this Agreement a certified copy of the resolution, minute order, or excerpt of the minutes of the County authorizing the execution of this Agreement.

If the Contractor is a corporation, attach to this contract a certified copy of the by-laws, resolutions, or excerpt of the minutes of a meeting of the board of directors of the corporation authorizing the person executing this Agreement to do so for the corporation.

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## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, the **COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, hereinafter called the "County," has awarded to Design Space Modular Buildings PNW, L.P. as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

### **RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020, PHASE 1 OFFICE BUILDING**

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

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the County, in the sum of Three Hundred Ninety Nine Thousand Eight Hundred Three 00/100 Dollars (\$399,803.00) for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 15<sup>th</sup> day of December, 2020.

Design Space Modular Buildings PNW, L.P.

The Ohio Casualty Insurance Company

26020 Acero, Ste 100, Mission Viejo, CA 92691-6725

790 The City Drive South, Suite 200, Orange, CA 92868

By: 

Principal (Seal)

By: 

Surety (Seal)

Heather Burroughs (Attorney-In-Fact)

NOTE:

- (1) Signatures of those executing for the surety must be properly acknowledged.
- (2) This bond must be in an amount equal to one hundred percent (100%) of the amount bid.
- (3) Bidders must use this form unless the surety company form is substantially the same.

**\*\*SEE ATTACHED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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 CALIFORNIA }

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary  
Date Insert Name and Title of the officer

Public, personally appeared \_\_\_\_\_

\_\_\_\_\_  
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signers Name: \_\_\_\_\_

☐ Corporate Officer - Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signers Name: \_\_\_\_\_

☐ Corporate Officer - Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

### 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 CALIFORNIA }

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary  
Date Insert Name and Title of the officer

Public, personally appeared \_\_\_\_\_

\_\_\_\_\_  
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

#### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signers Name: \_\_\_\_\_

☐ Corporate Officer - Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signers Name: \_\_\_\_\_

☐ Corporate Officer - Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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 ~~California~~ North Carolina )  
County of Durham )

On 12/10/20 before me, Brooke Gagne,  
Date Here Insert Name and Title of the Officer  
personally appeared Heather Burroughs  
Name(s) of Signer(s)

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.

Brooke Gagne  
NOTARY PUBLIC  
WAKE COUNTY, N.C.  
My Commission Expires 06/03/2023.

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8204341 - 018037**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam Pfanmiller, Bobbi D. Pendleton, Brooke Gagne, Camille Smith, Christopher A. Lydick, David MacLeod, Heather Burroughs, James Holden Keen, Jason Lee Sayers, Jennifer Pollard, Julia C. McElligott, Kenneth J. Peeples, Megan S. Bartman, Michael McCreadie, Phoebe C. Honeycutt

all of the city of Durham state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 6th day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, **COUNTY OF SOLANO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, hereinafter called the "County," has awarded to Design Space Modular Buildings PNW, L.P., as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

**RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020, PHASE 1  
OFFICE BUILDING**

AND, WHEREAS, the Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law:

NOW, THEREFORE, we, the undersigned Contractor and surety, are held and firmly bound unto the County in the amount required by law, in the sum of Three Hundred Ninety Nine Thousand Eight Hundred Three 00/100 Dollars (\$ 399,803.00 ) for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code section 3181, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or amounts due the Franchise Tax Board as provided in Civil Code section 3248, that the surety of sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought on this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code section 3267.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the County and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 15<sup>th</sup> day of December, 2020.

Design Space Modular Buildings PNW, L.P.

The Ohio Casualty Insurance Company

26020 Acero, Ste 100

790 The City Drive South, Suite 200

Mission Viejo, CA 92691-6725

Orange, CA 92868

By: 

Principal (Seal)

By: 

Surety (Seal)

Heather Burroughs (Attorney-In-Fact)

NOTE:

- (1) Signatures of those executing for the surety must be properly acknowledged.
- (2) This bond must be in an amount equal to one-hundred percent (100%) of the amount bid.
- (3) Bidders must use this form unless the surety company form is substantially the same.



**\*\*SEE ATTACHED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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 CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary  
Date Insert Name and Title of the officer

Public, personally appeared \_\_\_\_\_

\_\_\_\_\_  
*Name(s) of Signer(s)*

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signers Name: \_\_\_\_\_

☐ Corporate Officer - Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signers Name: \_\_\_\_\_

☐ Corporate Officer - Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

### CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA }

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ Notary

Date

Insert Name and Title of the officer

Public, personally appeared \_\_\_\_\_

*Name(s) of Signer(s)*

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

#### OPTIONAL

*Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.*

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#### Capacity(ies) Claimed by Signer(s)

Signers Name: \_\_\_\_\_

☐ Corporate Officer - Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signers Name: \_\_\_\_\_

☐ Corporate Officer - Title(s) \_\_\_\_\_

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

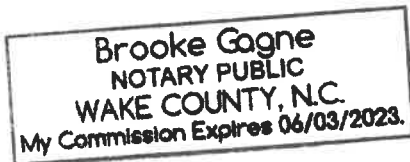
State of ~~California~~ North Carolina )  
County of Durham )

On 12/15/20 before me, Brooke Gagne,  
Date Here Insert Name and Title of the Officer  
personally appeared Heather Burroughs  
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Brooke Gagne  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8204341 - 018037**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Adam Pfanmiller, Bobbi D. Pendleton, Brooke Gagne, Camille Smith, Christopher A. Lydick, David MacLeod, Heather Burroughs, James Holden Keen, Jason Lee Sayers, Jennifer Pollard, Julia C. McElligott, Kenneth J. Peeples, Megan S. Bartman, Michael McCreadie, Phoebe C. Honeycutt

all of the city of Durham state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2020.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 6th day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

## **STATE GENERAL PREVAILING WAGE RATES**

The State Prevailing Wage Rates are available for review at the California Department of Industrial Relations Internet Web Site at the following location:

<http://www.dir.ca.gov>

See Important Special Notice in this bid document.

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**COUNTY OF SOLANO  
STATE OF CALIFORNIA**

**RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020, PHASE 1  
OFFICE BUILDING**

**DIVISION I GENERAL PROVISIONS**

**1 GENERAL**

**1-1.01 GENERAL**

The work described shall be done in accordance with the Caltrans Standard Specifications 2018, Revised Caltrans Standard Specifications 2018 Dated 10/18/2019, and the Caltrans Standard Plans 2018, insofar as the same may apply and in accordance with the following Special Provisions.

The Caltrans Standard Specifications and Standard Plans are made a part of the Contract with the County of Solano providing the following modifications unless the Special Provisions indicate that they amend or replace the Standard Specifications, they shall be deemed to supplement.

Wherever the Standard Specifications refer to requirements, conditions, provisions, and laws that are applicable to the State of California rather than County governments, said references shall be construed as references to corresponding requirements, conditions, provisions, and laws, which are applicable to the and the County of Solano.

County: County of Solano/Solano County

Department: Dept. of Resource Management, Solano County

Director: Director of Resource Management, Solano County

Engineer: Engineering Manager or other designated representative

State: Includes County of Solano, a political subdivision of the State

State Contract Act: All applicable statutes and laws pertaining to the award and execution of construction contracts by the County, including those set forth in Section 3 of these Special Provisions, and any other sections which may pertain.

**Saturday, Sunday, Holiday and Evening Work**

No work shall be done on Saturdays, Sundays, County and State holidays or during hours of darkness, except such work as is necessary for the proper care and protection of work already performed, or except in a case of an emergency, and in any case, only with the written permission of the Engineer.

Should unauthorized work be performed on a Saturday, Sunday, County holiday or during hours of darkness, the Contractor shall pay Solano County a one thousand dollar (\$1,000) penalty for each day or portion of a day on which such work is performed.



County holidays are defined as follows: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Day After Thanksgiving Day, and Christmas Day.

## **2 BIDDING**

### **2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Bidding" of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation of the bid form and the submission of the bid

Each bidder shall be licensed by the time of award of contract in accordance with the provisions of the Contractor's License Law as contained in Chapter 9, Division 3 of the Business and Professions Code (commencing with §7000), and any acts amendatory thereof, and shall be skilled and regularly engaged in the general class or type of work called for under these contract documents. A statement setting forth his experience and business standing shall be submitted by each bidder on the form provided herewith. The Contractor shall possess a Class B license at the time the contract is awarded.

In addition to the subcontractors required to be listed in conformance with Section 2-1.33C, "Subcontractor List," of the Standard Specifications, each bid shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the bid. **NOTE:** Contractor shall signify if a Subcontractor will be performing only a portion of a contract bid item by placing the word "Partial" next to the Subcontractor's name.

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26.5 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

In conformance with Public Contract Code section 7106, a Noncollusion Affidavit is included in the bid. Signing the bid shall also constitute signature of the Noncollusion Affidavit.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after the bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract.

## **2-1.07 JOB SITE AND DOCUMENT EXAMINATION**

The bidder shall examine carefully the site of the work contemplated, the plans and specifications, and the bid and contract forms. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the bid, plans, specifications and the contract.

The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the County as shown in the bid documents, as well as from the plans and specifications made a part of the contract.

Where the County has made investigations of site conditions including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the County as to those investigations subject to and upon the conditions hereinafter set forth.

Where there has been prior construction by the County or other public agencies within the project limits, records of the prior construction that are currently in the possession of the County and which have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.

Inspection of the records of investigations and project records may be made at the office of the County.

When a log of test borings or other record of geotechnical data obtained by the County's investigation of surface and subsurface conditions is included with the contract plans, it is furnished for the bidders' or Contractor's information and its use shall be subject to the conditions and limitations set forth in this Section 2-1.03.

When cross sections are not included with the plans, but are available, bidders or contractors may inspect the cross sections and obtain copies for their use, at their expense.

When cross sections are included with the contract plans, it is expressly understood and agreed that the cross sections do not constitute part of the contract, do not necessarily represent actual site conditions or show location, character, dimensions and details of work to be performed, and are included in the plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 2-1.03.

The availability or use of information described in this Section 2-1.03 is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2-1.03 and bidders and contractors are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the specifications.

The County assumes no responsibility for conclusions or interpretations made by a bidder or contractor based on the information or data made available by the County. The County does not assume responsibility for representation made by its officers or agents before the execution of the contract concerning surface or subsurface conditions, unless that representation is expressly stated in the contract.

No conclusions or interpretations made by a bidder or contractor from the information and data made available by the County will relieve a bidder or contractor from properly fulfilling the terms of the contract.

Construction surveys shall be furnished by the County in accordance with the California Department of Transportation Surveys Manual.

Attention is directed to Section 12.1-4, "Restaking," of the Survey Manual.

#### **2-1.10 SUBCONTRACTOR LIST**

Each bid shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of  $\frac{1}{2}$  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. The bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

The required form for listing of subcontractors is included in the bid book and is required to be completed and submitted with the bid.

Solano County's Bidder's List of Subcontractors is required to be completed and submitted by the top three apparent low bidders and is due within 48 hours after bid opening. At the Contractor's option this form may be submitted with the bid.

#### **2-1.34 BIDDER'S SECURITY**

Bidder's security required under this article shall be made payable to the County of Solano.

### **3 CONTRACT AWARD AND EXECUTION**

### **3-1.01 GENERAL**

The award of the contract to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the bidder's security and bid submittal.

The executed contract documents shall be delivered to the following address:

Solano County Department of Resource Management  
Attn: Matt Tuggle  
675 Texas Street, Suite 5500  
Fairfield, CA 94533

### **3-1.03 CONTRACTOR REGISTRATION**

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

### **3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)**

The Contractor shall provide, at the time of the execution of the agreement or contract for work, at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for work, and at his own expense, a separate surety bond in the amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing and furnishing materials in connection with said agreement. Sureties on each of said bonds shall be satisfactory to the County. Attention is directed to Section 31.05, "Contract Bonds (Pub Contract Code §§ 10221 and 10222)" of the Standard Specifications.

### **3-1.18 CONTRACT EXECUTION**

Four (4) sets of the contract shall be signed by the successful bidder and returned along with four (4) sets of each of the bonds and insurance certificates, as provided within ten days, not including Saturdays, Sundays or legal holidays after the bidder has received notice from the Director of Resource Management that the contract has been awarded and is ready for signature. No bid shall be considered binding upon the County until such execution of the contract. Further, if the successful bidder is a corporation, a certified copy of the bylaws, Resolution, or Minute Order of the Board of Directors of the Corporation shall be attached to each of the four (4) sets of the contract specifying the authority of the person executing the contract to do so.

## **5 CONTROL OF WORK**

### **5-1.02 CONTRACT COMPONENTS**

The Revised Caltrans Standard Specifications 2018 Dated 10/18/2019 included with these special provisions are considered part of the contract following the governing ranking order as specified in the standard specifications. Subsequent revisions are not part of the contract.

Supplemental project information shall not be considered part of the contract but is provided for informational purposes only.

### **5-1.13 SUBCONTRACTING**

#### **5-1.13A General**

The Contractor shall perform work equaling at least 50% of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

### **5-1.26 CONSTRUCTION SURVEYS**

County will provide survey for Contractor requested Survey Staking. Survey requests shall be made at least 48 hrs. prior use by the Contractor.

### **5-1.27 RECORDS**

#### **5-1.27A General**

All privacy rights in the project records are waived,

### **5-1.32 AREAS FOR USE**

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

There are no County-owned parcels adjacent to the right of way for the exclusive use of the Contractor within the contract limits. The Contractor shall secure at his own expense any other area required for plant sites, storage of equipment or materials, or for other purposes.

### **5-1.43E Alternative Dispute Resolution**

#### **5-1.43E(1) General**

Section 5-1.43E in its entirety does not apply to this contract.

## **5-1.46 FINAL INSPECTION AND CONTRACT ACCEPTANCE**

When you complete the work, request the Engineer's final inspection. If the Engineer determines that the work is complete, the Engineer will accept the work, and recommend Contract Acceptance by the Department. Immediately after recommendation of Contract Acceptance, you are relieved from:

1. Maintenance and protection duties
2. Responsibility for injury to persons or property or damage

Formal Contract Acceptance is by order of the Board of Supervisors of the County of Solano of an entire Contract which has been completed in all respects in accordance with the Plans and Specifications and any modifications thereof previously approved.

## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

### **7-1.01 GENERAL**

You must notify the County of weekly safety meetings 48 hours in advance and allow for County inspectors to attend the meetings.

### **7-1.03 PUBLIC CONVENIENCE**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the section entitled Public Safety elsewhere in these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Sections 7-1.03, 7-1.04, and 12 Temporary Traffic Controls.

### **7-1.04 PUBLIC SAFETY**

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle, or storage area when the following conditions exist:

1. Excavations—The near edge of the excavation is 12 feet or less from the edge of the lane, except:
  - a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - b. Excavations less than one foot deep.
  - c. Trenches less than one foot deep.
  - d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction. Excavations which are limited to 2" vertical, outside of the existing traveled way may be left overnight, but must be filled to grade the following day.

- e. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal: vertical).
- f. Excavations protected by existing barrier or railing.

All excavations within the traveled way must be made flush with the existing surface prior to opening a closure. Edgeline obliterated during widening must be replaced with temporary delineation and maintained until a new surface treatment is installed.

- 2. Temporarily Unprotected Permanent Obstacles—The work includes the installation of a fixed obstacle together with a protective system, such as sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- 3. Storage Area—Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these Special Provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this Section, "Public Safety" and in Section 7-1.04, "Public Safety" of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed, or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these Special Provisions:

Approach Speed of Public Traffic (Posted Limit)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by a permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the

Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the requirements in this section "Public Safety", including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

The Contractor shall be aware that some areas in Solano County are subject to flooding from time to time. The project jobsite may be such an area. The Contractor shall perform all investigations it deems necessary to inform itself of the potential of the jobsite to flood. No additional compensation shall be provided to the Contractor for any delays or damages suffered by the Contractor as a result of flooding of the jobsite, or of any other areas in Solano County.

The Contractor shall be aware that from time to time individuals, private entities, and public agencies release water into, or impound water in, various ditches and creeks in Solano County. The project jobsite may contain such ditches and creeks. The Contractor shall perform all investigations it deems necessary to inform itself whether such water releases or impoundments may occur which could affect the jobsite. The Contractor shall take all necessary actions to protect the project work from such water releases or impoundments. No additional compensation shall be provided to the Contractor for any delays or damages suffered by the Contractor as a result of water releases or impoundments which affect the jobsite. Full compensation for protecting the project work from such water releases or impoundment shall be considered as included in the various contract items of work, and no additional compensation shall be made therefore.

## **7-1.06 INSURANCE**

### **7-1.06A General**

Without limiting the Contractor's obligation to indemnify the County of Solano and the City of Fairfield, the Contractor shall maintain and keep in force during the term of this Agreement the following insurances:

1. Bodily Injury and Property Insurance for all activities of the Contractor (and its subcontractors) arising out of or in connection with this Agreement, written on a Comprehensive General Liability form including, but not limited to, premises and operations, independent contractors, products and completed operations, contractual liability and personal injury, in an amount no less than **Five Million Dollars (\$5,000,000.00)** combined single limit for each occurrence.



2. Automobile Liability Insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount no less than **One Million Dollars (\$1,000,000.00)** combined single limit for each occurrence.
3. Each said comprehensive general liability and automobile liability insurance policy shall be endorsed with the following specific language:
  - a. The County of Solano, its officers, agents and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
  - b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage's afforded shall apply as though separate policies had been issued to each insured.
  - c. The insurance provided is primary and no insurance held or owned by the County of Solano shall be called upon to contribute to a loss.
  - d. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.
  - e. The coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the County of Solano.
4. Prior to commencement of any work under this contract, the Contractor shall provide proof of required insurance to the Engineer.
5. Workers' Compensation insurance as required by the Labor Code of the State of California, for Contractor and employees of Contractor shall be provided by Contractor. All Workers' Compensation policies shall be endorsed with the following specific languages: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior notice to Solano County in writing."

## **8 PROSECUTION AND PROGRESS**

### **8-1.01 GENERAL**

Time is of the essence in completing the work under this contract.

### **8-1.02 SCHEDULE**

#### **8-1.02B Level I Critical Path Method Schedule**

##### **8-1.02B(1) General**

Prior to beginning work, a progress schedule will be provided to Solano County's Construction Engineer for the duration of the construction.

### **8-1.03 PRE-CONSTRUCTION CONFERENCE**

Prior to the issuance of the Notice to Proceed, a Pre-Construction Conference will be held at the office of the Department of Resource Management for the purpose of discussing with the Contractor the scope of work, contract drawings, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

### **8-1.04 START OF JOB SITE ACTIVITIES**

#### **8-1.04B Standard Start**

Section 8-1.04B, "Standard Start", of the Standard Specifications is amended to read:

The County will issue a formal written "Notice to Proceed", after the Contract has been approved, within sixty calendar days after the bid has been awarded. The Contractor shall not begin work until they have received a County issued Notice to Proceed. Within ten working days after issuance of Notice to Proceed, the Contractor shall begin to prosecute the work. The work under this contract shall be completed within

### **ONE HUNDRED TWENTY (120) WORKING DAYS.**

The modular office building may be ordered as soon as the Notice to Proceed has been given, and the fabrication drawings have been accepted. Non-working day due to weather may be given until the structure's exterior is deemed "water tight". Delays in the delivery to the site of the modular office building due to delays in material deliveries caused by COVID-19 will be deemed a valid reason for granting additional working days. The modular office building manufacturing will need to provide the County documentation of the delay due to covid-19 or weather.

### **8-1.10 LIQUIDATED DAMAGES**

#### **8-1.10A General**

The liquidated damages amount prescribed in the specifications, to be paid to the County of Solano or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

The Contractor shall pay to the County of Solano the sum of \$3,200 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

## **9 PAYMENT**

### **9-1.01 GENERAL**

Attention is directed to Section 91.16, "Progress Payments" and 91.17, "Payment After Contract Acceptance" of the Standard Specifications and these Special Provisions.

For the purpose of making partial payments pursuant to Section 91.16, "Progress Payments" of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes: **NONE**.

After acceptance of the contract pursuant to Section 51.46, "Final Inspection and Contract Acceptance" of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

### **9-1.16 PROGRESS PAYMENTS**

#### **9-1.16A General**

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

#### **9-1.16F Retentions**

##### **9-1.16F(1) General**

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days

after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

Until final completion and acceptance of the project which includes an issued certificate of occupancy, the rate of retainage held by the County shall be 5%. However, any time after 95% of the work is complete, the County may reduce the funds withheld to an amount not less than 125% of the estimated value of the unfinished work per California Public Cont. Code § 10261. A contractor may substitute securities in lieu of retainage or request that payments be made into an escrow account. California Public Cont. Code § 10263.

#### **9-1.17 PAYMENT AFTER CONTRACT ACCEPTANCE**

##### **9-1.17A General**

**Section 9-1.17, "Payment After Contract Acceptance", of the Standard Specifications is amended to read:**

After the work has been completed satisfactorily as determined by the Engineer and as provided in Section 5-1.46, "Final Inspection and Contract Acceptance", payments will be made to the Contractor subject to the provisions in this Section 9-1.17.

**Section 9-1.17B, "Payment Before Final Estimate", of the Standard Specifications is amended to read:**

After the work has been completed as determined by the Engineer, he will make an estimate of the total amount of work done under the contract and the County will make a final monthly payment pending issuance of the proposed final estimate. The County will pay the balance found to be due after deduction of all previous payments, all amounts to be kept or retained under the provisions of the contract, and such further amounts that the Engineer determines to be necessary pending issuance of the proposed final estimate and payment.

The following is added to Section 9-1.17(D)(2)(b) "Overhead Claims"

Overhead costs may not be claimed or recovered on the basis of any 'Eichleay' formula, or 'Total Cost' recovery formula.

**Section 9-1.17D (3) "Final Payment and Claims", of the Standard Specifications is amended to read:**

Failure to allow timely access to the supporting data for a claim when requested waives the claim.

The Department's costs in reviewing or auditing a claim not supported by the Contractor's accounting or other records are damages incurred by the County within the meaning of the California False Claims Act.

The Director of Resource Management will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said Director will review such claims and make a written recommendation thereon to the Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer shall then make and issue his final estimate in writing and will recommend to the Board of Supervisors that they formally accept the contract. In no event shall final payment be made in less than thirty days after completion of work and the formal acceptance of the contract by the Board of Supervisors. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable, except as otherwise provided in Sections 5-1.27, "Records", and 9-1.21, "Clerical Errors".

## **DIVISION XII BUILDING CONSTRUCTION**

### **99 BUILDING CONSTRUCTION**

#### **99-1.01 GENERAL**

##### **99-1.01A Summary**

Section 99 includes specifications for a triple wide modular office building complete and in place on the Concrete stem wall foundation, including fabrication, trucking, installation, and attachment to the foundation. The manufactured building is 36' x 60' x 8' ceiling height, and must be transported to the Rio Vista Corporation Yard, 904 St. Francis Way, Rio Vista, CA 94571.

Pre-manufactured modular office building is to be made accessible to the County for visual inspection during construction of the office building.

Contracting purpose, the modular office building is manufactured and may be considered as equipment.

## **99-1.01B SUBMITTALS**

Submit for review, manufacturer's drawings, catalog cuts, and/or material lists to ensure compliance with the plans and specifications for the following:

### **I. Design Criteria**

- California Building Code (CBC)
- Group B Division 2 Occupancy
- Type 5 Non-rated Construction
- California Department of Housing and Community Development
- California Code of Regulations, Title 24
- 50 PSF Floor Load
- 20 PSF Roof Load

### **II. Frame Construction**

- Perimeter Type
- Steel 'C' Channel w- Steel Purlins
- Detachable Hitch
- Alternate perimeter frame construction is allowed for the modular office building, provided that the building meets all the applicable requirements for transportation to the Rio Vista Corporation Yard.

### **III. Floor Construction**

- Bottom Board Barrier
- R-30 Insulation
- Steel Floor Joists 24" O.C.
- 3/4" T & G Floor Decking
- 1/8" Vinyl Composition Tile
- 26 oz. Commercial Carpeting
- All flooring for modular office is Sheet Vinyl, no carpeting

### **IV. Exterior Wall Construction**

- 2" x 6" Studs 16" O.C.
- R-19 Insulation
- 7/16" L.P. 'Smart Panel' Woodgrain Siding

### **V. Interior Wall Construction**

- 2" x 4" Studs 16" O.C.
- 2" x 6" Studs at Plumbing Walls
- 5/8" Vinyl Covered Gypsum Wallboard
- Waterproof Wainscot in Restrooms per Code

### **VI. Roof/Ceiling Construction**

- Pitched Roof System 1/4" in 12" Pitch
- Steel Clear span Construction
- 7/16" Plywood Roof Sheathing or Equal
- 2' x 4' Suspended Acoustical T-Grid Ceiling

- R-38 Insulation
- TPO Roofing
- Gutters and Downspouts

## **VII. Doors and Windows**

- 36" x 80" Exterior Metal Door/Metal Frame, 3 Hinge, self-unlocking interior handle, and Keyed exterior Handle
- 36" x 80" Hollow Core Interior Doors – ‘Timely’ Frame, (5) 3-Hinge with non-locking handles, and Exterior Key Deadbolt, (3) 3-Hinge with self-unlocking interior handle, and key no-key.
- (8) 4' x 3' Bronze Frame, Horizontal Slider Windows
- (1) 2' x 3' Bronze Frame, Vertical Slider Window
- Horizontal Mini-blinds

## **VIII. Electrical**

- (3) 125 Amp 1 Phase 120/240 Volt Load Centers w/Main
- Conduit Raceway Throughout
- 2' x 4', LED Lighting
- (15) Duplex Receptacles
- (4) GFCI Receptacles
- (3) Floor Outlets
- (2) Exterior Lights
- (2) Emergency Exit Lights
- (4) Telephone J-Boxes with Conduit Stub

## **IX. Plumbing**

- Copper Supply, ABS Drain, Waste and Vent
- (2) Flush Valve Handicap Water Closets
- (2) Wall-hung Lavatory
- Stainless Steel Two-Compartment Kitchen sink
- EEMAX Point of Use Water Heater or Equal
- Undersink Instant Hot Water Tank
- 5'x6' ADA Compliant Fiberglass Shower Enclosure with Curtain
- Toilet Paper Holder
- Mirror
- Pair Grab Bars

## **X. H.V.A.C.**

- (3) 3 Ton Wall Mount Heat Pump(s)
- Overhead Ducted Supply w/Plenum Wall
- Overhead Ducted Return System w/Plenum Wall
- (3) Through Roof Exhaust Fans

## **XI. Miscellaneous**

- Installed on Perimeter Concrete Foundation
- Weld Frame to Embeds on Foundation

- 20 LF (36" X 24") Base Cabinets (Grey Melamine), 110 Degree Brushed Silver Hinges, and Pull Handle
- 14 LF (30" X 12") Overhead Cabinets with 1 shelf (Grey Melamine), 110 Degree Brushed Silver Hinges, and Pull Handle
- 20 LF Countertop with 4" Backsplash (Grey Melamine)
- Submit Color Samples for Exterior Walls and Trim
- Interior Walls shall be Off White (Beige)
- Steel exit landing (Expanded Metal) 48" x 48" min. with 4 riser stair and grab rail.
- 30' of Aluminum, ADA access ramps 42" wide with 42" high guardrails. And Grab rail.
- Aluminum landing 4'x8', with toe kick and 42" high guardrails.
- Aluminum landing 4'x6', with toe kick and 42" high guardrails.
- Top surface of landings and ramps to be coated with a skid resistant coating.

#### **99-1.04 PAYMENT**

The contract price paid by square foot for Modular Office Building includes providing the pre-manufactured office building, interior layout and electrical configurations must conform to plan, and specification provide by the County, and miscellaneous items shown on page 63.

The contract price paid by lump sum for Installation of Modular Office Building includes transporting, delivering, installing, and connecting the pre-manufactured office building to the stem wall, install office floor at the finish floor elevation as shown on plan, if adjustment in height of the stem wall is needed, it is at the Contractor's expense, installing ADA ramp, connect water, sanitary sewer, electrical and telecommunication lines from the pre-manufactured office building to the utilities point of connection, ensuring all utilities are operational, and pass building inspection.



## SITE LOCATION MAP



## 2018 STANDARD PLAN T13



**END OF DOCUMENT**

**TERRY SCHMIDTBAUER**  
Director (Interim)  
(707) 784-6765

**MATT TUGGLE**  
Public Works Manager  
(707) 784-6765

**DEPARTMENT OF RESOURCE MANAGEMENT**



**SOLANO  
COUNTY**

675 Texas Street, Suite 5500  
Fairfield, CA 94533-6342  
(707) 784-6765  
Fax (707) 784-4805

[www.solanocounty.com](http://www.solanocounty.com)

Public Works – Engineering Services Division

**OCTOBER 16, 2020**

**COUNTY OF SOLANO COUNTY  
STATE OF CALIFORNIA**

**REVISED NOTICE TO BIDDERS, BID FORM, SPECIAL PROVISIONS, AGREEMENT  
AND  
RELATED CONTRACT DOCUMENTS  
FOR CONSTRUCTION OF**

**RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020,  
PHASE 1, OFFICE BUILDING**

**ADDENDUM NO. 1**

**TO: ALL PROSPECTIVE BIDDERS**

You are hereby notified of the following additions, changes and/or clarifications to the project plans and specifications:

1. The bid date for this project has been postponed. The Department will receive bids until 2:00 p.m. on the bid opening date of October 27, 2020 at the office of: **Solano County Department of Resource Management, 675 Texas Street, Suite 5500, Fairfield, California 94533**. Bids received after this time will not be accepted.
2. The Liquidated Damage fee in Section 8-1.10 of Special Provisions has been amended as follows:

**8-1.10 LIQUIDATED DAMAGES  
8-1.10A General**

The liquidated damages amount prescribed in the specifications, to be paid to the County of Solano or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

The Contractor shall pay to the County of Solano the sum of ~~\$3,200~~ \$1,500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

**SAEED IRAYANI**  
Building Official  
Building & Safety

**ALLAN CALDER**  
Program Manager  
Planning Services

**JAG SAKOTA**  
Manager  
Environmental  
Health

**SARAH PAPPANOSTAS**  
Administrative Services  
Manager  
Administrative Services

**MATT TUGGLE**  
Engineering Manager  
Public Works  
Engineering

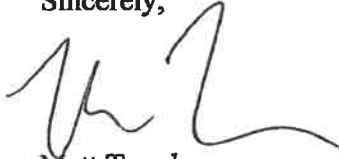
**CHARLES BOWERS**  
Operations Manager  
Public Works  
Operations

**CHRIS DRAKE**  
Parks Services  
Manager  
Parks

**MISTY KALTREIDER**  
Water & Natural  
Resources Program  
Manager

3. The project plan set for the Rio Vista Corporation Yard Improvement Project 2020, Phase 1, Site Civil, which is a separate project and not part of this bid, has been posted for bidders for reference only.

Sincerely,

A handwritten signature in black ink, appearing to read 'MT', with a long horizontal flourish extending to the right.

Matt Tuggle  
Engineering Manager

**TERRY SCHMIDTBAUER**  
Director (Interim)  
(707) 784-6765

**MATT TUGGLE**  
Public Works Manager  
(707) 784-6765

**DEPARTMENT OF RESOURCE MANAGEMENT**



**SOLANO  
COUNTY**

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Public Works – Engineering Services Division

**OCTOBER 22, 2020**

**COUNTY OF SOLANO  
STATE OF CALIFORNIA**

**REVISED NOTICE TO BIDDERS, BID FORM, SPECIAL PROVISIONS, AGREEMENT  
AND  
RELATED CONTRACT DOCUMENTS  
FOR CONSTRUCTION OF**

**RIO VISTA CORPORATION YARD IMPROVEMENT PROJECT 2020,  
PHASE 1, OFFICE BUILDING**

**ADDENDUM NO. 2**

**TO: ALL PROSPECTIVE BIDDERS**

You are hereby notified of the following additions, changes and/or clarifications to the project plans and specifications:

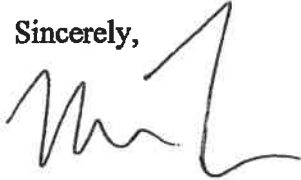
1. All floorings for the modular office building shall be vinyl and no carpets will be used. Site Building specification page 61, section III floor construction has been revised as follows:

**III. Floor Construction**

- Bottom Board Barrier
  - R-30 Insulation
  - Steel Floor Joists 24" O.C.
  - 3/4" T & G Floor Decking
  - 1/8" Vinyl Composition Tile
  - ~~- 26 oz. Commercial Carpeting~~
  - All flooring for modular office is Sheet Vinyl,
2. On Sheet 9 of 10, 200A breaker is the POC for the new modular building. Panel name is 'MOD'.
  3. The contractor is responsible to provide and install all breakers as part of bid item #2. The 200A breaker for PNL MOD shall be provided with Office Building construction.
  4. On Sheet 3 of 10, the POC for the modular office is from the new MSB.

5. Connection of the CAT 6 cables for Telecom connection to the Office Building shall be performed by the contractor as part of bid item #2.
6. There is (1) 200-A panel called "MOD" and (1) 100-A panel called "YARD" in the electrical design by MK2 engineers.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Tuggle', with a stylized, sweeping flourish extending from the end of the name.

Matt Tuggle  
Engineering Manager

