



VOLUME ONE

PROJECT MANUAL

MEDICAL-SURGERY 3 RENOVATION

PROJECT NO. 9600-55

BID NO. NMC-1014



TITLE SHEET

BOARD OF SUPERVISORS
COUNTY OF MONTEREY
STATE OF CALIFORNIA

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Andrea Rosenberg,	Assistant Administrator Operations & Support
Brian Griffin,	Project Manager III

Approved as to Form

Approved as to Fiscal Terms

Stacy Saetta
Deputy County Counsel

Rupa Shah
Chief Deputy Auditor-Controller

MEDICAL-SURGERY 3 RENOVATION
BUILDING 500
PROJECT NO. 9600-55
BID NO. NMC-1014

The current General Prevailing Wage determined by the State of California Director of Industrial Relations is on file with RMA-Public Works.

1441 Schilling Place
Salinas, CA 93901
(831)755-4958

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SIGNATURE SHEET

VOLUME ONE

**DIVISION 00
PROJECT MANUAL**

MEDICAL-SURGERY 3 RENOVATION
BUILDING 500
PROJECT NO. 9600-55
BID NO. NMC-1014

The drawings and specifications were prepared by HGA Architects, Inc., under the direct supervision of

Signature

Date

9/24/2025

Anna Kempf, AIA

Affix stamp below

PROJECT CONTACTS

VOLUME ONE

DIVISION 00: Procurement & Contracting Requirements
MEDICAL-SURGERY 3 RENOVATION – BUILDING 500
PROJECT NO. 9600-55
BID NO. NMC-1014

OWNER

COUNTY OF MONTEREY
NATIVIDAD MEDICAL CENTER
ATTN: BRIAN GRIFFIN | PROJECT MANAGER
1441 CONSTITUTION BLVD, SALINAS, CA 93906
T 831.783.2605 |
GRIFFINB@NATIVIDAD.COM

ARCHITECT

HGA
222 SUTTER STREET, SUITE 500
SAN FRANCISCO, CALIFORNIA 94108
MAIN 415.814.6910 | DIRECT 415.624.6631
AKEMPF@HGA.COM | HGA.COM

INTERIOR DESIGN

GALLUN SNOW
1900 GRANT STREET., SUITE 750, DENVER, CO 80203
MAIN 303.433-9500
COURTNEY MCNAUL | DESIGNER | LEED AP
DIRECT 720.407.6016
CMCNAUL@GALLUNSNOW.COM

COUNTY OF MONTEREY ON BEHALF OF
NATIVIDAD MEDICAL CENTER

NOTICE TO BIDDERS
Invitation for Formal Bids & Mandatory Pre-Bid Meeting

MEDICAL-SURGERY 3 RENOVATION – BUILDING 500
PROJECT NO. 9600-55; BID NO.NMC-1014

NOTICE IS HEREBY GIVEN that the County of Monterey (County) on behalf of Natividad Medical Center (NMC) invites qualified contractors to submit sealed bids for the above project. Sealed bids will be received at the OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS, COUNTY OF MONTEREY, 168 W. ALISAL ST. 1ST FLOOR, SALINAS, CA 93901 (Mailing Address: P.O. BOX 1728, SALINAS, CA 93902-1728) until the **submission deadline at 1:00 p.m. on October 20, 2025**, at which time they will be publicly opened and read in the Board of Supervisors' Conference Room 1032.

The Scope of Work (SOW) for the following Base Bid, in general, consists of tenant improvements to NMC's Medical Surgical Department in Bldg. 500 on the 3rd Floor; a three-story hospital facility located at 1441 Constitution Blvd., Salinas, CA 93912; as follows:

Base Bid:

General Scope: Project consists of upgrading existing Medical-Surgical Inpatient Unit.

1. Level 3 of Natividad Medical Center Hospital, bringing unit up to other recently upgraded units, as follows:
 - a. Adding charting stations to each patient room and hallway stations, (2).
 - b. Converting select group of private rooms to semi-privates.
 - c. Upgrading lighting at patient headwalls (to support #2).
 - d. Upgrading finishes at toilet rooms (including making three toilet-shower rooms accessible).
 - e. Upgrading finishes to patient rooms and select portions of public corridors as described within scope of Contract Documents.
2. Work Included: Provide labor, materials, articles, equipment, incidentals, items, tools, services, supplies, methods, operations, skills in such quantities as may be necessary to complete project within intent of Contract Documents.
3. Singular notations shall be considered plural where plural application is reasonably inferable. Mention or indication of extent of work under work division or specification section is done only for convenience of Contractor and shall not be construed as describing all work required under that Division or Section.

Construction Contract: Construction will be accomplished under a single Prime Contract including General Construction, Mechanical and Electrical work.

Construction Limits: Except as specifically indicated or as may be necessary to complete the Work under the Contract, activities of the Contract shall be limited to within the limits designated on Drawings.

Project specifications, drawings, and other contract documents are available electronically and may be downloaded for free from the Monterey County website at: <http://www.natividad.com/about-us/vendors>. Interested bidders must register to view or download the documents on the project page, located under 'About Us' > 'Vendors' > 'Vendor Solicitations': (interested bidders must register to view or download the documents) and at Public Purchase listed on the project page. Members of Public Purchase can also access materials directly from its website.

Each bid shall be in accordance with the design drawings, plans, specifications, and subject to all Special Provisions/Conditions, General Conditions, and other contract documents prepared by the County, and shall be submitted on the bid form prescribed by County. County reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. No bidder may withdraw his bid for a period of sixty (60) days after the opening of bids without the written consent of County.

Bidder shall possess a valid Class B General Building Contractor's License and OSHPD 1 certification at the time of bid opening.

Each bid shall be accompanied by bidder's security in an amount not less than ten percent (10%) of the total bid amount in the form of cash, cashier's check, or certified check payable to County, or a bidder's bond in the form attached to the proposal; executed by bidder as principal and by an admitted surety company.

The successful bidder shall furnish an initial Payment Bond and a Performance Bond, each in the amount of 100% of the contract in which the bond shall remain in force for the duration and until completion of any outstanding projects.

A MANDATORY BIDDERS' MEETING with the NMC Project Manager is scheduled for **November 3, 2025 at 10:00 a.m.** and will be held at the project site (Natividad Medical Center, Bldg. 500).

Pursuant to Public Contract Code Section 22300, the Contractor may substitute securities for any monies withheld by County to ensure performance under the contract.

Pursuant to Section 1725.5 of the Labor Code, a Contractor or subcontractor shall be registered to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this section.

Pursuant to Section 1771.1, it is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work Pursuant to Section 1725.5 at the time the contract is awarded.

Pursuant to Section 1173 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of California Department of Industrial Relations (DIR) and are on file and available on the following DIR website: <https://services.dir.ca.gov/gsp> and at Natividad Medical Center – 1441 Constitution Blvd., Engineering Dept, Building 900 Salinas, CA 93912. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than said specified rates to all workers employed by them in the execution of the contract. Project is subject to compliance monitoring and enforcement by DIR.

All questions regarding this project during the bidding process must be submitted in writing and received **no later than 10:00 a.m. on November 14, 2025** as follows: E-mail inquiries to Brian Griffin, NMC Construction Project Manager at GriffinB@natividad.com or via U.S. postal mail to Natividad Medical Center, Bid No. NMC-1014, Attn: Construction Project Manager, Engineering Department, 1441 Constitution Blvd., Salinas, CA 93912.

Questions received after the deadline will **not** be accepted. Answers to all written questions and project addenda will be posted to RMA-Public Works project page listed above.

Date: October 21, 2025

BOARD OF SUPERVISORS
COUNTY OF MONTEREY

Publication dates:
October 23, 2025
October 30, 2025

INSTRUCTIONS TO BIDDERS

Section 002000

This "Instructions to Bidders" is intended to assist bidders in the preparation of their bids. If there is any inconsistency between the terms herein and any of the other contract documents, the terms in the other contract documents shall prevail.

1. Notice To Bidders/Invitation to Submit Bids

County of Monterey (County) invites bids to be submitted at such time and place stated in the Notice to Bidders. **The Notice to Bidders is advertised in a newspaper of general circulation and is posted as a separate document on County of Monterey website, RMA-Public Works project page.** This "Instructions to Bidders" is intended to assist bidders in the preparation of their bids. If there is any inconsistency between the terms herein and any of the other contract documents, the terms in the other contract documents shall prevail.

2. Examination of Site, Bidding and Contract Documents

Project specifications, drawings, and other contract documents may be examined at Engineering Office bldg. 900 at 1441 CONSTITUTION BLVD, SALINAS, CA 93906 (831)755-4220.

Also, Project documents may be viewed, downloaded, and printed **for free** directly from the Monterey County website project page: <http://www.co.monterey.ca.us/publicworks/announcements.shtml>, select *For Current Bids*, then Project. Interested parties must register to view/download documents.

Alternately, interested parties may engage a printing service of their choosing to download and print documents from County project page. Project documents may also be available to view at builders' exchanges listed on the project page or members of Ebidboard can access materials directly from its website.

Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor in order to understand fully the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and become familiar with the plans, specifications, working details, and existing conditions. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document, or to visit the site and become acquainted with conditions there existing shall in no way relieve such bidder from obligations with respect to such bid or to the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this section.

3. Mandatory Bidder's Meeting

If a mandatory bidders' meeting is required in the Notice to Bidders, then a qualified representative of the bidder's firm must attend at the stated time and place. Failure to attend will be cause for rejection of the bid. Any bid received from a bidder who did not fully attend the mandatory bidders' meeting at the stated time and place will be returned unopened. "Fully attend" means attending the entire meeting from start to finish; late arrivals and early departures may be cause for rejection of the bid.

4. Contractor's License

Each bidder must be licensed to perform the project in accordance with the provisions of Contractors' State Licensing Law, Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code, and in accordance with the Notice to Bidders. Contractor's license number and expiration date of the license shall appear on the bid. The classification of Contractor's License required for this project is "B - General Building Contractor."

5. Contractor Registration with the Department of Industrial Relations

Attention is directed to Department of Industrial Relations Contractor registration for public works projects. Pursuant to Labor Code section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4101 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. For Contractor Registration, go to: <https://services.dir.ca.gov/gsp>.

6. Preparation of Bid Form

All bids must be submitted on the prescribed form. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures, with the lump sum for which the bid is made. All bids must be submitted in sealed envelopes bearing on the outside the bidder's name and address, the name of the project, the bid date and time, and the bid package number for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received at the proper place and in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

7. Erasures

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid, in the named person's own handwriting.

8. Modifications

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in County's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered. A telegraphic or telefax modification may be considered.

9. Signature

The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. An original signature is required.

10. Interpretation of Plans and Documents

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other contract documents, or finds discrepancies in or omissions from the plans and specifications, he may submit to County a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by official project Q&A (questions/answers) or addendum duly issued, and a copy of such will be posted on Monterey County website at: <http://www.natividad.com/about-us/vendors>. Interested bidders must register to view or download the documents on the project page, located under 'About Us' > 'Vendors' > 'Vendor Solicitations

11. Bidding Questions

All questions regarding the project during the bidding process must be made in writing to the attention of the designated project bidding coordinator via E-mail, postal mail, or via facsimile (fax). Contact information is listed on Monterey County website: <http://www.natividad.com/about-us/vendors> select *For Current Bids*, then the Project]. No telephone or verbal questions will be accepted. ***QUESTIONS RECEIVED AFTER THE DEADLINE LISTED IN THE NOTICE TO BIDDERS WILL NOT BE ACCEPTED***. Answers to all questions and any addendum regarding the project will be posted on the Project Page listed above.

12. Bid Security

Each bid shall be accompanied by bidder's security in the form of cash, a certified or cashier's check payable to County, or a satisfactory bid bond in the form included in this bid book (Division 004400) in favor of County executed by the bidder as principal and a satisfactory corporate surety authorized to do business in the State of California as an admitted surety insurer, in an amount not less than ten percent (10%) of the total bid amount. The security shall be given as a guarantee that, if the contract is awarded to the bidder, the bidder will execute the contract, provide any required insurance certificates, and provide any payment and performance bonds required by the contract within ten (10) days after the bidder receives the Notice of Intent to Award letter. After ten (10) days, if the executed agreement, proper bonds and insurance documents are not submitted by the lowest responsive bidder, County has the right to determine that bid non-responsive and contact the second lowest responsive bidder.

13. Contractor's Qualifications

Each bid shall be accompanied by a list of the Contractor's Qualifications. To qualify a General Contractor must have previous experience of:

- A. OSHPD 1 permitted project of contract value of \$4 million dollars or more.
- B. OSHPD 1 permitted project of occupied patient spaces that consisted of OSHPD approved phased occupancy of the completed spaces. Patient occupied spaces include spaces such as nursing, diagnostic, treatment, or public access such as pharmacy, waiting, lobby.

Each bid shall be accompanied by a list of qualifying projects, with: name of project, owner, location, brief project scope description, value of construction, if OSHPD approved phased construction, current phone number or email of contact person at facility.

14. Major Subcontractor's Qualifications

The following major subcontractors, HVAC, Plumbing, Fire Protection, Electrical, Fire Alarm, Drywall, and Suspended Ceilings, shall have previous experience of:

- A. OSHPD permitted project of occupied patient spaces that consisted of phased occupancy of the completed spaces. Patient occupied spaces include spaces such as nursing, diagnostic, treatment, or public access such as pharmacy, waiting, lobby.

Each bid shall be accompanied by a list of qualifying projects for each of the listed subcontractors, with: name of project, owner, location, brief project scope description, value of construction, if OSHPD approved phased construction, current phone number or email of contact person at facility.

15. Subcontractors with documents in the Project Documents:

The project drawings include OSHPD plan approved drawings and specifications produced by vendors whose design period input was deemed necessary. Use of other vendors as subcontractors for the work shown on their drawings will require that their drawings and specifications be removed and replaced by drawings and specifications provided by the alternate vendor. The alternate vendor's drawings would then to be need OSHPD plan approval and to be accepted as a Substitute product and the owner's costs

including the owner's design team costs for OSHPD and Substitute review, processing, re-design, and document revision deducted from the contract amount. Any proposal based on alternate vendors shall include a schedule showing the tasks for the review, approval and redesign and identify the time impact on the overall project. Contractor shall be responsible for all impacts on other trades.

16. Reference Documents

Reference Documents are provided for the purpose of providing contractor available information regarding existing conditions and the details and requirements of owner furnished equipment that form the design basis of the documents. The contractor shall verify the information within the reference documents before proceeding.

17. Listing Subcontractors

Each bidder shall submit with the sealed bid a list of the proposed subcontractors for the project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.). Forms for this purpose are furnished with the contract and bid documents. This includes all subcontractors performing work in an amount in excess of one-half of one percent of the prime contractor's total bid. All information is required. Effective July 2014, AB44 specifically requires that the California contractor license number of each subcontractor be provided.

18. Prevailing Wage

The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract. Copies of the prevailing rate of per diem wages are on file and shall be made available to any interested party on request in the Resource Management Agency-Public Works' office located at 1441 Schilling Place Salinas, CA 93901. It shall be mandatory upon Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than said specified rates to all workers employed by them in the execution of the contract.

19. Workers' Compensation Certificate

In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of workers' compensation to their employees. The following certificate, which such form is included as part of the contract documents, shall accompany each bid:

I am aware of the provisions of Section 3700 of the Labor Code, which require 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.

20. Good-Faith Effort to Employ Residents of Monterey Bay Area:

In accordance with Section 5.08.120 of the Monterey County Code, all contractors and subcontractors providing work, laborers, or material suppliers on the project shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of Contractor's total construction work force, on the project, including any subcontractor work force (with exception of specialty subcontractor items identified in the bid items) measured in labor work hours is comprised of Monterey Bay Area residents. A certification form relating to compliance with Section 5.08.120 is furnished with the bid documents. Bidder must

complete the certification form and submit the certification form with the sealed bid. The Monterey County Board of Supervisors may deem your bid non-responsive for failure to abide by the good-faith local hiring provisions of Section 5.08.120.

If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, Contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify Contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

"Resident of Monterey Bay Area" means a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

A "good-faith effort" means Contractor will take the following or similar actions to recruit and maintain Monterey Bay Area residents as part of the construction work force:

- Contact local recruitment sources, including local hiring halls, to identify qualified individuals who are Monterey Bay Area residents;
- Advertise for qualified Monterey Bay Area residents in trade papers, electronic/"on-line" sources, and newspapers of general circulation in the Monterey Bay Area, unless time limits imposed by County do not permit such advertising.
- If portions of the work are to be performed by subcontractors, identify qualified subcontractors whose work force includes Monterey Bay Area residents; and
- If current work force does not exceed the fifty (50) percent local employment requirement, develop a written plan to recruit Monterey Bay Area residents as part of the construction work force.

Contractor shall keep an accurate record on a standardized form showing the name, place of residence trade classifications, hours worked, proof of journeyman or apprenticeship status, per diem wages and benefits of each person employed by Contractor, Contractor's subcontractors on the project, including full-time, part-time, permanent, and temporary employees, make sure records are available to County with submission of final certified payroll records prior to final payment.

Contractor shall keep, and provide to County, on standardized forms acceptable to County, an accurate record documenting compliance with this provision. Said records shall include a listing by name and business address of all local recruitment sources contacted by the contractor, the date of the local recruitment contact and the identity and business address of the person contacted, the trade and classification and number of hire referrals requested, the number of local hires employed as a result of the contract, and the residence address of the person(s) employed pursuant to the contact.

At the conclusion of the project, and at other intervals as may be deemed appropriate by Construction Manager, Contractor shall provide a summary report of the percentage of actual labor work hours performed by Monterey Bay Area residents on the project.

Contractors and subcontractors are referred to the provisions of Section 5.08.120 of the Monterey

County Code and the rules, regulations, and procedures adopted to implement Section 5.08.120, which are online at <http://library.municode.com/index.aspx?clientId=16111>.

21. Bidders Interested in More Than One Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

22. Withdrawal of Bids

Any bidder may withdraw their bid either personally, by submitting a written request or telefaxed request to the County, at any time prior to the scheduled closing time for receipt of bids.

23. Evidence of Responsibility

Upon request of County, a bidder whose bid is under consideration for the award of the contract shall submit promptly to County satisfactory evidence showing the bidder's financial resources, construction experience, and organization available for the performance of the contract, and upon written request, shall furnish County a complete copy of its estimate and all appropriate backup information and supporting documents. County may utilize this information as a basis for determining that a contractor is not responsible and, therefore, award the contract to the next lowest responsible and responsive bidder.

24. Early Completion of Project

If, as an express or implied condition of their bid, a bidder plans to complete the project before the completion date specified in the contract documents and the amounts bid for the work called for are dependent upon such early completion, the bidder must submit with his bid a preliminary work progress schedule in sufficient detail to permit County or its Architect to determine that the bidder's preliminary schedule presents a reasonable and practicable plan for performance.

- 1) Preliminary schedule shall be the bidder's proposed working schedule to plan, organize, and execute the work, record and report actual performance and progress, and show how general contractor plans to complete all remaining work as of the end of each progress report period.
- 2) The preliminary schedule shall be in the form of an activity on arrow-oriented (*I-J format*) network diagram (Critical Path Method) and the principles and definition of the terms used shall be as set forth in the Associated General Contractors of America (AGC) publication.
- 3) Failure to include a detailed preliminary work progress schedule with the bidder's bid shall be conclusively deemed to constitute acceptance of County's completion date as specified in the contract documents, and the bidder shall not thereafter be entitled to damages for any delays based on an early completion date proposed by the bidder.
- 4) Bidder who submits with his bid a preliminary work progress schedule which either (a) lacks sufficient detail to permit County to determine that the bidder's preliminary schedule presents a reasonable and practicable plan for performance or (b) is determined by County or its Architect not to be a reasonable and practicable plan for performance shall be deemed nonresponsive to the call for bids and his bid shall be rejected.

25. Award of Contract

County reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by County, will be to the lowest responsible and responsive bidder. The lowest bidder for the project will be determined by the Base Bid or along

with any Add Alternates.

26. Documents required upon receipt of Notice of Intent to Award letter

Within ten (10) days after the bidder receives notice the Notice of Intent to Award letter, the successful bidder shall, in conformity with the contract documents, submit the following documents, including the number of originals required in the Supplementary Conditions:

- Executed Agreement (Division 005000);
- A performance bond and a payment bond, each in an amount equal to one hundred percent of the contract sum, issued and executed by an admitted surety insurer, authorized to transact surety insurance in California (Division 006000 and 006100);
- Insurance certificates showing that the successful bidder has obtained all required insurance coverage including endorsements;
- Printout showing active registration of Contractor and all Subcontractors with the Public Works Contractor Registration (online registration <https://services.dir.ca.gov/gsp>)
- Such other documents as may be required by the contract documents.

27. Bid Security Return

The bid security shall be returned to the bidders promptly after a decision is made whether to accept a bid or reject all bids, except that if a contract award is to be made, the bid security of three or more of the lowest bidders (the number being at the discretion of County) will be held for sixty (60) days after notice of award is received by the successful bidder or until the successful bidder returns the executed Agreement and posts the required bonds and certificates of insurance, whichever occurs first. If the successful bidder returns the required documents on time, all the remaining bid security will be returned.

28. Forfeiture for Failure to Execute Contract

If the bidder to whom a Notice of Intent to Award letter is made fails or refuses to execute the contract and post the required bonds and insurance certificates within ten (10) days from the date of receiving the Notice of Intent to Award letter, County may declare the bidder's bid security forfeited as liquidated damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible and responsive bidder or may call for new bids. If the work is awarded to the next bidder, County shall retain the remaining bid securities until such time as a new award is completed with the execution of the Agreement and the posting of bonds and certificates. If new bids are called for, all remaining bid securities will be promptly returned.

29. Bid Protests

Who can file a protest?

Any Bidder or directly affected party who is aggrieved in connection with the solicitation or award of contract (ex. Subcontractor), representatives of the above (ex. Unions) may file a bid protest.

Requirements for Filing a Protest

Bidders who wish to lodge a protest as to the award of the bid must do so before 5 p.m. of the fifth business day following the issuance of the Notice of Intent to Award letter. Failure to timely file a written protest shall constitute a waiver of right to protest. Untimely protests will not be accepted or considered. Bid protests must be submitted, in writing, to: **NATIVIDAD MEDICAL CENTER TO THE ATTENTION OF PROJECT MANAGER/ ENGINEERING OFFICE BLDG. 900 AT 1441 CONSTITUTION BLVD, SALINAS, CA 93906**. Protests may be hand-delivered or sent via facsimile [(831)755-4268], certified

postal mail, or E-mailed to the attention of Project Manager at GriffinB@natividad.com. Bid protests must include the project name and bid number; a complete statement describing the basis for the bid protest, including a detailed statement of all legal and factual grounds for the protest; any documentation supporting the protestor's grounds for the protest; and the form of relief requested and legal basis for such relief. The party lodging the protest must also include their contact information including mailing address, telephone number, and E-mail address.

If a valid protest is timely filed, NMC shall investigate the bid protest. The protested party shall have three (3) business days to respond to any requests to provide additional information from NMC.

County Response to Protests Received

NMC Facilities shall respond to the protesting party, in writing, stating its findings. Assistant Administrator Operations & Support shall submit a summary of bid protests received and make a recommendation to the Board of Supervisors regarding the bid protest(s).

BID FORM
Division 003000

MONTEREY COUNTY BOARD OF SUPERVISORS

MAILING ADDRESS	P O BOX 1728 SALINAS CA 93902
PHYSICAL ADDRESS	168 W ALISAL ST 1 st FLR SALINAS CA 93901

**MEDICAL-SURGERY 3 RENOVATION – BUILDING 500
PROJECT No. 9600-55 BID No. NMC-1014**

NAME OF BIDDER:

BUSINESS ADDRESS:

TELEPHONE NUMBER:

PLACE OF RESIDENCE:

BID FORM
MEDICAL-SURGERY 3 RENOVATION – BUILDING 500
PROJECT No. 9600-55 BID No. NMC-1014

TO: MONTEREY COUNTY BOARD OF SUPERVISORS

1. Pursuant to and in compliance with your Notice to Bidders inviting formal bids and with the other documents relating thereto, the undersigned bidder, having become familiar with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, the project plans and specifications, and the other contract documents, hereby proposes and agrees to perform within the time stipulated and to provide and furnish any and all labor, materials, equipment, transportation, utilities, and services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above project, all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. ____, ____, ____, ____, and ____, for the sum hereinafter stated (in the event of a discrepancy between the words and figures, the amount in words will govern):

BASE BID:

General Scope: Project consists of upgrading existing Medical-Surgical Inpatient Unit.

4. Level 3 of Natividad Medical Center Hospital, bringing unit up to other recently upgraded units, as follows:
 - f. Adding charting stations to each patient room and hallway stations, (2).
 - g. Converting select group of private rooms to semi-privates.
 - h. Upgrading lighting at patient headwalls (to support #2).
 - i. Upgrading finishes at toilet rooms (including making three toilet-shower rooms accessible).
 - j. Upgrading finishes to patient rooms and select portions of public corridors as described within scope of Contract Documents.
5. Work Included: Provide labor, materials, articles, equipment, incidentals, items, tools, services, supplies, methods, operations, skills in such quantities as may be necessary to complete project within intent of Contract Documents.
6. Singular notations shall be considered plural where plural application is reasonably inferable. Mention or indication of extent of work under work division or specification section is done only for convenience of Contractor and shall not be construed as describing all work required under that Division or Section.

Construction Contract: Construction will be accomplished under a single Prime Contract including General Construction, Mechanical and Electrical work.

Construction Limits: Except as specifically indicated or as may be necessary to complete the Work under the Contract, activities of the Contract shall be limited to within the limits designated on Drawings.

BID FORM

ALLOWANCES:

As described in Section 012100-Allowances the Base Bid includes:

ALLOWANCE #1: Discovered Conditions

☒ INCLUDED IN THE BASE BID

_____ ONE HUNDRED THOUSAND _____
Dollars

\$ 100,000.00 _____

BASE BID:

\$ _____ Dollars

BID FORM

TABLE OF UNIT COSTS

- A. Costs: Include in each unit price all the changes in costs, whether additive or deductive, resulting to the Work of all Sections of the Specification and Drawings affected by Unit Prices. Extent of Unit Prices: Bidders shall determine full extent of work affected by each Unit
- B. Price and make full and proper allowance for such extent in the preparation of Bids.
- C. Following are the minimum requirements and shall govern except as exceeded by requirements of Drawings, other Sections, or Code. Workmanship and materials not modified under the Unit Prices shall conform to pertaining Sections of the Specifications, Drawings and governing codes, as applicable. Unless otherwise specified, unit prices shall include materials, fabrication and installation.
- D. Labor: Include every conceivable item of cost pertaining to labor on-site and off-site, including all applicable supervision, burdens, benefits, insurances, non-productive labor, indirect job expenses, miscellaneous tools, drawings, submittals, engineering temporary power, warehouse equipment, clean up, bonds, taxes, overhead and profit. The only item not to be included in the unit prices is the General Contractor's Overhead and Profit.
- E. The "Added Work" unit price and the "Deleted Work" unit price shall not vary more than 10%.

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Cost</i>
1	Add IT data outlets and cabling: a) 1 port wall phone b) 1 port data c) 2 port data d) 4 port data e) 6 port data f) 1 port data in MRI inclusive of powered RF filter and outlet to plug in data port	EA. EA. EA. EA. EA. EA.	
2	Delete IT data outlets and cabling: a) 1 port wall phone b) 1 port data c) 2 port data d) 4 port data e) 6 port data	EA. EA. EA. EA. EA.	
3	Add Electrical outlet including faceplate, fixture, j-box, and up to 50 feet of wiring and conduit to point of termination. a) 1 duplex outlet b) 1 quad outlet	EA. EA.	
4	Delete Electrical outlet including faceplate, fixture, j-box, and up to 50 feet of wiring and conduit to point of termination. a) 1 duplex outlet b) 1 quad outlet	EA. EA.	

BID FORM

2. **Determination of lowest responsible bidder** – Determination of lowest bidder will be based upon the Base Bid of Scope. The contract will then be awarded to the Bidder submitting the lowest amount, or else all bids will be rejected. Unit pricing provided by the bidder, if any, shall be incorporated in the Agreement, and shall be the basis for calculating any costs involving changes to the work. The County of Monterey (County) may contract with the successful bidder for all, some, or none of the alternates.
3. The undersigned has checked all above figures carefully and understands that County will not be responsible for any errors and omissions on the part of the undersigned in making this bid.
4. It is understood that County reserves the right to reject any and all bids or waive any informalities or irregularities in any bids or in the bidding.
5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period of sixty (60) days from the date prescribed for opening of this bid without the written consent of County.
6. Attached hereto are the following:
 - a) List of Subcontractors;
 - b) Non-Collusion Declaration;
 - c) Workers' Compensation Certificate;
 - d) Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents;
 - e) Written Plan to Recruit Monterey Bay Area Residents, when applicable;
 - f) Required bidder's security in an amount not less than 10 percent of the base bid amount;
 - g) Detailed preliminary work schedule if the bidder plans to complete the project before the completion date specified in the contract documents; and
 - h) Acknowledgment of Addenda, if any.
7. If this bid is accepted by County, then the undersigned shall, within ten (10) days after receipt of the Notice of Intent to Award letter, execute and deliver to County (a) a contract in the form set forth in the contract documents on which this bid is based, (b) a payment bond for public works, as required by the contract documents, (c) a performance bond, as similarly required, (d) an Insurance Certificate, as similarly required; and (e) printout showing active registration of Contractor and all subcontractors with the Public Works Contractor Registration (online registration <https://efiling.dir.ca.gov/PWCR/Search>). The undersigned will thereafter commence and complete the work within the time required by the contract documents.
8. Notice of acceptance and any requests for additional information shall be addressed to the undersigned at the following address:

NATIVIDAD MEDICAL CENTER OR VIA FACSIMILE: (831)755-4268

PROJECT MANAGER BRIAN J. GRIFFIN
NATIVIDAD MEDICAL CENTER
1441 CONSTITUTION BLVD
SALINAS, CA 93906

BID FORM

9. The names of all persons interested in the foregoing proposal as principals are as follows:

_____ Name	_____ Title
_____ Name	_____ Title
_____ Name	_____ Title

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he or she is a contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: _____

License number: _____

Expiration date: _____

11. In the event the bidder to whom Notice of Intent to Award letter is given fails or refuses to post the required bonds and insurance and return the executed copies of the agreement form within ten (10) days from the date of receiving the Notice of Intent to Award letter, County may declare the bidder's security forfeited as damages and contract with the second lowest bidder.

BID FORM

12. Pursuant to section 7103.5(b) of the Public Contract Code, in submitting a bid to County, the bidder offers and agrees that if the bid is accepted, it will assign to County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Dated	
Bidder's Business Name	
By	
Principal Signature	
Principal Name (Print)	
Principal Title (Print)	
By	
Principal Signature	
Principal Name (Print)	
Principal Title (Print)	
(Corporate Seal)	

NOTE: *If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.*

END BID FORM

LIST OF SUBCONTRACTORS

Section 003500

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 [commencing with section 4100], Part 1, Division 2 of the Public Contract Code) and any amendments thereto, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. The term "portion of work" refers to the type of work. The prime contractor has up to 24 hours from the time of the bid opening to submit a revised listing to correct any inadvertent error in the required subcontractor license information.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Bidder's Business Name: _____

By: _____

Print Name: _____

Print Title: _____

Date: _____

- ☐ Check this box if no subcontractors are required to be listed for work or labor to be performed or services to be rendered. Otherwise provide all requested information below. Assembly Bill No. 44 requires name/location of business/CA contractor's license of all subcontractors

Portion (Type) of Work	Subcontractor Name/ License Number & Expiration Date	Subcontractor's Location of Place of Business

(This form may be duplicated as necessary)

CONTRACTOR'S QUALIFICATIONS

Section 003600

In the form following provide information on prior qualifying projects. To qualify a General Contractor must have previous experience of:

- A. OSHPD 1 permitted project of contract value of \$4 million dollars or more.
- B. OSHPD 1 permitted project of occupied patient spaces that consisted of OSHPD approved phased occupancy of the completed spaces. Patient occupied spaces include spaces such as nursing, diagnostic, treatment, or public access such as pharmacy, waiting, lobby.

Each bid shall be accompanied by a list of qualifying projects, with: name of project, owner, location, brief project scope description, value of construction, if OSHPD approved phased construction, current phone number or email of contact person at facility. The prime contractor has up to 24 hours from the time of the bid opening to submit a revised listing to correct any inadvertent error in the required subcontractor license information.

Bidder's Business Name: _____

By: _____

Print Name: _____

Print Title: _____

Date: _____

PUT A CHECK MARK IN COLUMN IF OSHPD PERMITTED, GREATER THAN \$4 MILLION, OR OSHPD PHASED PROJECT

PROJECT NAME AND DESCRIPTION	OWNER CONTACT	OSHPD PERMITTED	> \$4 MILLION	PHASED

(This form may be duplicated as necessary)

MAJOR SUBCONTRACTOR'S QUALIFICATIONS

Section 003700

In the form following provide information on prior qualifying projects. To qualify a Major Subcontractor must have previous experience of:

- A. OSHPD permitted project of occupied patient spaces that consisted of OSHPD approved phased occupancy of the completed spaces. Patient occupied spaces include spaces such as nursing, diagnostic, treatment, or public access such as pharmacy, waiting, lobby.

Each bid shall be accompanied by a list of qualifying projects, with: name of project, owner, location, brief project scope description, value of construction, if OSHPD approved phased construction, current phone number or email of contact person at facility. The prime contractor has up to 24 hours from the time of the bid opening to submit a revised listing to correct any inadvertent error in the required subcontractor license information.

Bidder's Business Name: _____

By: _____

Print Name: _____

Print Title: _____

Date: _____

PUT A CHECK MARK IN COLUMN IF OSHPD PERMITTED, OR OSHPD PHASED PROJECT

TRADE: _____

SUBCONTRACTOR NAME: _____

PROJECT NAME AND DESCRIPTION	OWNER CONTACT	OSHPD PERMITTED	PHASED

(This form may be duplicated as necessary)

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Public Contract Code Section 7106)
Section 004000

The undersigned declares:

I am the _____ of _____ 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 _____ [date], at _____ [city], _____ [state].

Signature: _____

Print Name: _____

CONTRACTOR'S CERTIFICATE AS TO WORKERS' COMPENSATION

(Labor Code section 1861)

Section 004100

Labor Code section 3700 provides, in relevant part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I certify that I am aware of the provisions of Section 3700 of the Labor Code which require 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.

Dated: _____

Bidder's Business Name: _____

By: _____

Print Name: _____

Print Title: _____

CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO EMPLOY

MONTEREY BAY AREA RESIDENTS

(Monterey County Code section 5.08.120)

Section 004300

I CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120.

Monterey County Code Section 5.08.120 provides, in relevant part:

A. General Provisions. All County contracts for public works of improvement shall contain provisions pursuant to which the contractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractors total construction work force, on that particular contract, including any subcontractor work force (with exception of specialty subcontractor items identified in bid items) measured in labor work hours, is comprised of Monterey Bay Area residents.

B. Non-responsive Bidder Declaration: Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, Contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If a contractor lists in his or her bid a subcontractor who is currently disqualified under the terms of this Section, the Board may declare said contractor to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify Contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or material supplier relating to the project the requirement that the subcontractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with this Section, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification."

I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

☐ I CERTIFY that at least fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

☐ I CERTIFY that I shall make a good-faith effort to employ qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force (with the exception of specialty subcontractor items identified in the bid items) measured in labor work hours, will be comprised of Monterey Bay Area residents. **Attached is my written plan to recruit Monterey Bay Area residents as part of the construction work force.**

☐ I CERTIFY that I do not comply with and am unable to make a good-faith effort to comply with the good-faith local employment provisions set forth in Monterey County Code Section 5.08.120. Explanation to why I am not able to comply is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) _____
at (city/state) _____.

Bidder's Business Name: _____

By: _____

Print Name: _____

Print Title: _____

BID BOND
Section 004400

(Public Contract Code Section 20129)

WHEREAS the Principal has submitted the accompanying bid dated _____, to the County of Monterey, for the following project:

MEDICAL-SURGERY 3 RENOVATION – BUILDING 500
PROJECT No. 9600-55 BID No. NMC-1014

And WHEREAS, Principal, as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure the timely execution of the contract and delivery of bonds and insurance certificates, in the event that the contract is awarded to the Principal.

NOW, THEREFORE, we _____ as
Principal, and _____

_____ as

Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of

_____ Dollars

(\$_____), which sum is not less than ten percent (10%) of the base bid amount including all alternates of the Principal submitted to the said County for the above-described project, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal is awarded the contract and, within the time and manner required under the contract documents for the above-described project, after the prescribed forms are presented to him for signature, (1) enters into a written contract in the prescribed form, in accordance with the bid, (2) files such insurance certificates with the County as may be required by said contract documents, and (3) files a performance bond and a payment bond with the County, in conformity with said contract documents, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

If County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

Principal
By: _____
Title: _____

(Corporate Seal)

Surety
By: _____
Title: _____

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

AGREEMENT

Section 005000

THIS AGREEMENT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and _____ (*Name of Contractor*), hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the date it is executed by the Public Works Director.

THE COUNTY AND CONTRACTOR hereby agree as follows:

ARTICLE 1 SCOPE OF WORK

Contractor shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

MEDICAL-SURGERY 3 RENOVATION - Building 500 PROJECT No. 9600-55 Bid No. NMC – 1014

All work shall be completed in strict conformance with the plans, specifications, and working details prepared by ARCHITECT, and the provisions of the documents listed in Article 6 below, and to the satisfaction of COUNTY.

ARTICLE 2 TIME FOR START AND FINAL COMPLETION

CONTRACTOR shall commence the work on the starting date established in the Notice to Proceed. The CONTRACTOR shall achieve final Substantial Completion of the entire Work no later than SEVEN Hundred, **(250)** days from the date of commencement.

Additionally, CONTRACTOR shall coordinate their work with all other contractors whose work is affected by the scope of work defined in this Agreement. CONTRACTOR expressly agrees to provide appropriate labor, hours, rates, materials, and equipment in response to adjustments in the Project Schedule made by the Monterey County Director of Public Works or his/her designee during the course of the project in order to maintain the required progress.

ARTICLE 3 CONTRACT PRICE

County shall pay CONTRACTOR as full consideration for the performance of the contract, subject to any additions or deductions as provided in the contract documents, the Stipulated Sum of (*written amount*):

_____.

numerical \$ amount): \$ _____.

The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by County:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the County to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

Allowances included in the Stipulated Sum, if any:

(Identify allowances and state exclusions, if any, from the allowance price)

Item	Allowance
------	-----------

ARTICLE 4 LIQUIDATED DAMAGES

THE PARTIES AGREE THAT IN CASE ALL THE WORK CALLED FOR UNDER THE CONTRACT IN ALL PARTS AND REQUIREMENTS IS NOT COMPLETED WITHIN THE TIME SPECIFIED IN THE CONTRACT DOCUMENTS, DAMAGE WILL BE SUSTAINED BY COUNTY, AND THAT IT IS AND WILL BE IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE WHICH COUNTY WILL THEREBY SUSTAIN. THE PARTIES THEREFORE AGREE THAT CONTRACTOR WILL PAY TO COUNTY THE SUM SET FORTH IN THE SUPPLEMENTARY CONDITIONS, IF ANY, FOR EACH CALENDAR DAY OF DELAY UNTIL THE WORK IS COMPLETED AND ACCEPTED. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE TOTAL AMOUNT THEREOF. CONTRACTOR AGREES TO PAY SAID LIQUIDATED DAMAGES ESTABLISHED HEREIN, AND FURTHER AGREES THAT COUNTY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE CONTRACTOR UNDER THE CONTRACT.

ARTICLE 5 NOTIFICATION OF THIRD-PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6 COMPONENT PARTS OF THIS CONTRACT

The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Bidders
- Instructions to Bidders
- Bid, as accepted
- List of Subcontractors
- Noncollusion Declaration
- Workers' Compensation Certificate
- Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 007100 General Conditions,
- Division 007300 Supplementary Conditions,
- Specifications and Drawings as Prepared by ARCHITECT (refer to an exhibit attached to this Agreement that lists Section, Title, Date and Pages for Specifications; Number, Title and Date for Drawings.)
- Appendices:
 - List of Drawings
 - Preliminary Project Schedule
 - Equipment Binder for MEDICAL-SURGERY 3 RENOVATION
- As issued, Project Addenda Nos:

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

COUNTY OF MONTEREY

By: _____

Name: Charles Harris, M.D.

Title: Chief Executive Officer

Date: _____, 2025

APPROVED AS TO FORM

CONTRACTS/PURCHASING

By: _____

Name: Kristen Aldrich

Title: Contracts/Purchasing Officer

Date: _____, 2025

APPROVED AS TO FORM & LEGALITY

COUNTY COUNSEL

By: _____

Name: Stacy Saetta

Title: Deputy County Counsel

Date: _____, 2025

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

By: _____

Name: Rupa Shah

Title: Chief Deputy Auditor-Controller

Date: _____, 2025

CONTRACTOR: NAME OF COMPANY

By: _____

Principal Name:

Title:

Date: _____, 2025

By: _____

Principal Name2:

Title:

Date: _____, 2025

COMPANY ADDRESS:

Contractor's License Type:

License Number:

License Expiration Date:

NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD/P O BOX 26000/ SACRAMENTO CA 95826

INSTRUCTIONS: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

PERFORMANCE BOND
(Public Contract Code Section 20129)
Section 006000

WHEREAS, the County of Monterey has awarded to Principal,

as Contractor, for the following project:

MEDICAL-SURGERY 3 RENOVATION - Building 500 PROJECT No. 9600-55 Bid NMC-1014;

and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we _____

as Principal, and _____

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of

_____ Dollars
(\$_____.00), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on Principal's 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 (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

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

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and the County of Monterey, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this ____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) _____
Principal

By: _____

Title: _____

(Corporate Seal) _____
Surety

By: _____

Title: _____

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

PAYMENT BOND
(Civil Code section 9550)
Section 006100

WHEREAS, the County of Monterey has awarded to Principal,

as Contractor, a contract for the following project:

MEDICAL-SURGERY 3 RENOVATION - Building 500 PROJECT No. 9600-55 Bid NMC-1014;

and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material suppliers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we _____

as Principal, and _____

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of _____ Dollars (\$_____.____), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

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

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this ____ day of _____, 2025, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) _____
Principal

By: _____

Title: _____

(Corporate Seal) _____
Surety

By: _____

Title: _____

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

APPENDIX A
LIST OF TECHNICAL SPECIFICATIONS
(Divisions 01 through 48)

SECTION **SECTION TITLE**

DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS

000105 - Certifications Page

DIVISION 01 — GENERAL REQUIREMENTS

011100 - Summary of Work
012600 - Contract Modification Procedures
012613 - Requests for Interpretation
012900 - Payment Procedures
013100 - Project Management & Coordination
013150 - Project Data Base Administration
013200 - Construction Progress Schedules
013230 - Photographic Documentation
013300 - Submittal Procedures
013310 - Submittal Transmittal Form
013513 - Special Project Procedures for Healthcare Facilities
014111 - HCAI Administrative Requirements
014500 - Quality Requirements
015000 - Temporary Facilities & Controls
015717 - Construction Noise Control
016000 - Product Requirements & Substitution Procedures
016211 - Substitution Request Form
017132 - Vibration Monitoring
017300 - Execution
017324 - Anchorage and Sleeving
017329 - Cutting & Patching
017420 - Construction Waste Management
017700 - Closeout Procedures
017800 - Closeout Submittals
017900 - Demonstration and Training
018150 - CALGreen Environmental Requirements

DIVISION 02 — EXISTING CONDITIONS

024130 - Interior Selective Demolition

DIVISION 05 — METALS

057200 - Decorative Railings

DIVISION 06 — WOOD, PLASTICS, AND COMPOSITES

061000 - Rough Carpentry
064000 - Architectural Woodwork

DIVISION 07 — THERMAL AND MOISTURE PROTECTION

078100 - Applied Fireproofing
078443 - Fire-Resistant Joint Systems
079100 - Preformed Joint Seals
079200 - Joint Sealants

DIVISION 08 — OPENINGS

081113 - Hollow Metal Doors & Frames
082000 - Sliding Door Assemblies
087100 - Door Hardware
087113 - Automatic Door Operators
088100 - Interior Glazing
088700 - Glass Surface Film

<u>SECTION</u>	<u>SECTION TITLE</u>
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DIVISION 09 — FINISHES

091330 - Concrete Surface Treatments
092200 - Non-Structural Metal Framing
092900 - Gypsum Board
093000 - Tiling
095100 - Acoustical Ceilings
096001 - Flooring Transition Strips
096500 - Resilient Flooring
099000 - Painting

DIVISION 10 — SPECIALTIES

102123 - Hospital Tracks & Cubicle Curtains
102600 - Wall & Door Protection
102813 - Toilet & Building Accessories
105113 - Metal Lockers

DIVISION 11 — EQUIPMENT

115200 - Audio-Visual Equipment

APPENDIX A - NOT USED

APPENDIX B - UL LISTINGS

APPENDIX C - OMPs & OSPs

END

APPENDIX B
LIST OF DRAWINGS

<u>NUMBER</u>	<u>SHEET TITLE</u>	<u>DATE</u>
01-GENERAL		
G000	COVERSHEET	
G031	LIFE SAFETY PLAN LEVEL 01	
G033	LIFE SAFETY PLAN LEVEL 02 & 03	
4-ARCHITECTURAL		
A010	GENERAL NOTES AND SYMBOLS	
A011	MATERIAL IDENTIFICATION CODES	
A103	DEMOLITION PLAN - LEVEL 03	
A123	DEMOLITION REFLECTED CEILING PLAN - LEVEL 03	
A203	OVERALL FLOOR PLAN - LEVEL 03	
A203.A1	ENLARGED FLOOR PLAN - LEVEL 03 AREA A1	
A203.A2	ENLARGED FLOOR PLAN - LEVEL 03 AREA A2	
A302	REFLECTED CEILING PLAN - LEVEL 02	
A303	REFLECTED CEILING PLAN - LEVEL 03	
A600	TYPICAL MOUNTING HEIGHTS AND CLEARANCES	
A601	SIGNAGE + DESIGN GUIDE - MOUNTING HEIGHTS	
A602	TYPICAL RESTROOM AND SHOWER PLANS	
A620	ENLARGED TOILET PLANS & INTERIOR ELEVATIONS	
A621	ENLARGED SEMI-PRIVATE PATIENT ROOM PLAN & ELEVATIONS	
A622	ENLARGED SINGLE PATIENT ROOM PLAN & ELEVATIONS	
A623	ENLARGED IMC PATIENT ROOM PLAN & ELEVATIONS	
A624	INTERIOR ELEVATIONS	
A625	INTERIOR ELEVATIONS	
A626	INTERIOR ELEVATIONS	
A640	TYPICAL CASEWORK DETAILS AND GENERAL NOTES	
A650	TOILET/SHOWER DETAILS	
A660	TYPICAL INTERIOR PARTITION TYPES	
A663	OPD - STANDARD PARTITION WALL DETAILS	
A663.1	OPD - STANDARD PARTITION WALL DETAILS	
A663.2	OPD - STANDARD PARTITION WALL DETAILS	
A663.3	OPD - STANDARD PARTITION WALL DETAILS	
A663.4	OPD - STANDARD PARTITION WALL DETAILS	
A663.5	OPD - STANDARD PARTITION WALL DETAILS	
A670	CEILING DETAILS	
A671	CEILING DETAILS - ACOUSTICAL TILE/LAY-IN PANEL OPDS	
A671.1	CEILING DETAILS - ACOUSTICAL TILE/LAY-IN PANEL OPDS	
A671.2	CEILING DETAILS - ACOUSTICAL TILE/LAY-IN PANEL OPDS	
A671.3	CEILING DETAILS - ACOUSTICAL TILE/LAY-IN PANEL OPDS	
A671.4	CEILING DETAILS - ACOUSTICAL TILE/LAY-IN PANEL OPDS	
A672	CEILING DETAILS - JOISTED GYP BOARD OPDS	
A673	CEILING DETAILS - JOISTED GYP BOARD - 1HR RATED	
A680	OPENING DETAILS	
A690	FINISH DETAILS	
A700	DOOR SCHEDULE	
A730	EQUIPMENT SCHEDULE	
A740	UL LISTINGS	
4-INTERIOR		
I-010	FINISH LEGEND, GENERAL NOTES, AND ABBREVIATIONS	
I-020	FINISH SCHEDULE	

I-100 INTERIOR FINISH PLAN - A1
I-101 INTERIOR FINISH PLAN - A2
I-102 INTERIOR FLOOR PATTERN PLAN - A1
I-103 INTERIOR FLOOR PATTERN PLAN - A2
I-104 INTERIOR WALL PROTECTION PLAN - A1
I-105 INTERIOR WALL PROTECTION PLAN - A2
I-200 INTERIOR DETAILS

5-STRUCTURAL

S1.01 GENERAL NOTES
S2.01 THIRD FLOOR PARTIAL PLAN
S2.02 DETAILS
S2.03 DETAILS

7-MECHANICAL

M000 MECHANICAL LEGEND AND ABBREVIATIONS
M001 MECHANICAL SHEET SPECIFICATIONS
M002 BASIS OF DESIGN AND TABULATED DATA
M101 LEVEL 3 - HVAC DEMOLITION PLAN
M203 LEVEL 3 - HVAC PLAN
M901 MECHANICAL DETAILS

8-ARCHITECTURAL

A011 MATERIAL IDENTIFICATION CODES
A201 FLOOR PLAN - LEVEL 01
A301 REFLECTED CEILING PLAN - LEVEL 01

8-PLUMBING

P000 PLUMBING LEGEND AND ABBREVIATIONS
P001 PLUMBING SHEET SPECIFICATIONS
P002 SCHEDULES & DETAILS
P100 LEVEL 2 - PLUMBING DEMOLITION PLAN
P101 LEVEL 3 - PLUMBING DEMOLITION PLAN
P200 LEVEL 2 - PLUMBING PLAN
P201 LEVEL 3 - PLUMBING PLAN
P601 ENLARGED PLANS
P602 ENLARGED PLANS
P603 ENLARGED PLANS

9-ELECTRICAL

E001 ELECTRICAL SYMBOLS & GENERAL NOTES
E101 PARTIAL SINGLE LINE DIAGRAM & PANEL SCHEDULES
E102 PARTIAL SINGLE LINE DIAGRAM & PANEL SCHEDULES
E103 PARTIAL SINGLE LINE DIAGRAM & PANEL SCHEDULES
E104 RELOCATE-REMOVE LOAD MATRIX & LIGHTING FIXTURE SCHEDULES
E200 OVERALL LIGHTING PLAN
E201 LIGHTING DEMOLITION PLAN - PART A
E202 LIGHTING DEMOLITION PLAN - PART B
E203 LIGHTING DEMOLITION PLAN - PART C
E204 LIGHTING PLAN - PART A
E205 LIGHTING PLAN - PART B
E206 LIGHTING PLAN - PART C
E300 OVERALL POWER PLAN
E301 POWER DEMOLITION PLAN - PART A
E302 POWER DEMOLITION PLAN - PART B
E303 POWER DEMOLITION PLAN - PART C
E304 POWER PLAN - PART A
E305 POWER PLAN - PART B
E306 POWER PLAN - PART C

E401 ELECTRICAL DETAILS
E501 ELECTRICAL SPECIFICATIONS - PART 1
E502 ELECTRICAL SPECIFICATIONS – PART 2

APPENDIX D
LIST OF REFERENCE DOCUMENTS

<u>ITEM</u>	<u>TITLE</u>	<u>DATE</u>
A.	Technical Specifications Book, Natividad Medical Center 100% Construction Documents – S240593-27-00 OSHPD SUBMITTAL	9/24/2025
B.	TESTING, INSPECTION AND OBSERVATION PROGRAM (OSHPD Forms OSH-FD-303A) Plan Review Approved 4/16/2025	