



BID No. 19014.2

New Probations Headquarters Building Project

ADDENDUM #1

April 12, 2024

The following information is hereby incorporated into Bid #19014.2. All addenda shall be acknowledged in vendor bid form. Unless specifically changed via addenda, the proposal date for this Bid shall remain unchanged.

LISTING OF CHANGES

Item 1.1: Incorporates the following changes to the **Notice to Bidders:**

1. Cover Sheet:
 - a. Modified Bid Due date time to Thursday, May 9, 2024, at 3:00 P.M. PST.
 - b. Modified Virtual Bid Opening to Thursday, May 9, 2024, at 3:00 P.M. PST.
 - c. Updated Cover Sheet(s) attached (2 pages).
2. Notice to Bidders:
 - a. Modified Bid Due date time to Thursday, May 9, 2024, at 3:00 P.M. PST.
 - b. Modified Virtual Bid Opening to Thursday, May 9, 2024, at 3:00 P.M. PST.
 - c. Updated Notice to Bidders attached (3 pages).
3. Bid Form:
 - a. Modified Bid Due date time to Thursday, May 9, 2024, at 3:00 P.M. PST.
 - b. Added Allowance #1, 2, and 3 under section 2 of the Bid Form. Note that Allowance values are included in the **TOTAL LUMP SUM BASE BID.**
 - c. Updated Bid Form attached (3 pages).
4. Designation of Subcontractors:
 - a. Modified Bid Due date time to Thursday, May 9, 2024, at 3:00 P.M. PST.
Updated Form attached (1 page).
5. Anti-Fraud Certification:
 - a. Modified Bid Due date time to Thursday, May 9, 2024, at 3:00 P.M. PST.
Updated Form attached (1 page).
6. Bidders Bond:
 - a. Modified Bid Due date time to Thursday, May 9, 2024, at 3:00 P.M. PST.
Updated Form attached (2 pages).

Item 1.2: Replace specification section 01 21 00 ALLOWANCES dated March 29, 2024 (2 pages) with specification section 01 21 00 ALLOWANCES dated April 12, 2024 (5 pages attached).

Item 1.3: Incorporates the Mandatory Bid Walk Sign-in Sheet, dated April 11, 2024, into the Bidding Documents and attached herein (4 pages attached).

END OF ADDENDUM #1

COUNTY OF SANTA BARBARA
DEPARTMENT OF GENERAL SERVICES
CAPITAL DIVISION



NOTICE TO BIDDERS

FOR

**NEW PROBATION HEADQUARTERS
1019 GARDEN STREET
SANTA BARBARA, CA 93101**

Specifications Dated March 29, 2024

CSI Standards dated 2020

Project Plans Dated March 29, 2024

COUNTY PROJECT NO. 19014

**BID OPENING TIME AND DATE:
THURSDAY MAY 9, 2024 AT 3:00 PM PACIFIC TIME**

**VIRTUAL BID OPENING:
THURSDAY MAY 9, 2024 AT 3:00 PM PACIFIC TIME**
[Virtual Bid Opening](#)

Electronic Advertising Contact

**KIRK LAGERQUIST
DIRECTOR OF GENERAL SERVICES**

**County of Santa Barbara
NEW PROBATION HEADQUARTERS
1019 Garden Street, Santa Barbara, CA 93101**



Project No. 19014

MANDATORY JOB WALK:

**Thursday April 11, 2024
10:00 am Pacific Time**

BID REQUESTS FOR INFORMATION DUE:

Tuesday April 23, 2024 at 3:00 PM Pacific Time

BID DUE DATE:

**Thursday May 9, 2024
3:00 P.M. Pacific Time**

VIRTUAL BID OPENING:

**Thursday May 9, 2024
3:00 P.M. Pacific Time**
[Virtual Bid Opening](#)

NOTICE TO BIDDERS

Notice is hereby given that the County of Santa Barbara's General Services Department will receive bids for:

**COUNTY OF SANTA BARBARA
NEW PROBATION HEADQUARTERS
1019 Garden Street, Santa Barbara, CA 93101
Project No. 19014**

MANDATORY JOB WALK:
THURSDAY APRIL 11, 2024 at 10:00 AM PACIFIC TIME

BID REQUESTS FOR INFORMATION DUE DATE:
TUESDAY APRIL 23, 2024 at 3:00 PM PACIFIC TIME

BID DUE DATE:
THURSDAY MAY 9, 2024 at 3:00 PM PACIFIC TIME

VIRTUAL BID OPENING:
THURSDAY MAY 9 23, 2024 at 3:00 PM PACIFIC TIME
[Virtual Bid Opening](#)

CONSTRUCTION COST ESTIMATE: Estimated cost of Project construction is approximately Thirty-six Million Dollars (\$36,000,000.00).

PROJECT LOCATION: 1019 Garden Street, Santa Barbara, CA 93101.

MANDATORY JOB WALK: The job walk is MANDATORY on **THURSDAY APRIL 11, 2024 at 10:00 AM PACIFIC TIME**. Only those prime contractors attending a job walk shall be qualified to submit a bid in response to this Notice to Bidders. Job walk will take place at 1019 Garden Street, Santa Barbara, CA 93101.

PROJECT DESCRIPTION: Construction of a new 32,900 square-foot office building, and 15,800 square-foot below-grade parking garage, on a 1.1-acre site in the downtown area of the City of Santa Barbara. The proposed building will serve as the new headquarters for the Santa Barbara County Probation Department and will be four stories high with a large central courtyard, private offices, classrooms, interview rooms, and support spaces.

CONTRACTOR'S LICENSE: To submit a bid in response to this Notice to Bidders, a contractor must possess either a Class A or B license..

QUESTIONS: All questions MUST be submitted electronically through the Public Purchase Portal [BID #19014.2 - GS CAPITAL PROJECT: CONSTRUCTION OF NEW PROBATIONS HEADQUARTERS BUILDING, COUNTY OF SANTA BARBARA](#) on or before **3:00 PM Pacific Time on TUESDAY APRIL 23, 2024**. Any changes or additional information needed for bidding will be provided via Addendum posted on the Public Purchase Portal. Each bidder shall be responsible for compliance with all Addenda.

BID DOCUMENTS: All plans, specifications, and proposal forms for bidding this project will be found on Public Purchase web site: [BID #19014.2 - GS CAPITAL PROJECT: CONSTRUCTION OF NEW PROBATIONS HEADQUARTERS BUILDING, COUNTY OF SANTA BARBARA](#)

BID SUBMITTAL INSTRUCTIONS: To be considered, a bid must be in accordance with the Plans and Specifications for the Project as approved by the County of Santa Barbara's General Services Department, and MUST be submitted electronically through the Public Purchase website: [BID #19014.2 - GS CAPITAL PROJECT: CONSTRUCTION OF NEW PROBATIONS HEADQUARTERS BUILDING, COUNTY OF SANTA BARBARA](#) on or before **THURSDAY MAY 9, 2024 at 3:00 PM Pacific Time.**

SUBSTITUTION OF SECURITIES: Pursuant to Section 22300 of the Public Contract Code and the Project Specifications, the successful bidder may substitute securities or request that the County of Santa Barbara ("COUNTY") make payment of retentions to an escrow agent for any money held by the COUNTY to ensure contract performance.

REGISTRATION: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; 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 § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

QUALIFYING CONTRACTOR OR SUBCONTRACTOR: Pursuant to Section 4104 of the Public Contract Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, as defined in Section 4104, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code.

WITHDRAWAL OF BIDS: The COUNTY reserves the right to reject any and or all bids, and to waive any informality in a bid. No bidder may withdraw such bidder's bid for a period of sixty (60) days after the date set by the COUNTY for the opening thereof.

BID PROTEST: The County of Santa Barbara Bid Protest Procedures are described in Section 11 of the BID FORM, which is included in the Bid Documents, below.

CONSTRUCTION TIME: The successful CONTRACTOR (after receiving the Notice to Proceed One) shall have **Seven Hundred Fifty-Four (754) Calendar Days** to complete all work called for under the Contract Documents. **The County of Santa Barbara will issue the Notice to Proceed in two phases as follows:**

Notice to Proceed One (NTP 1) - NTP 1 will include submittals, RFIs, long-lead items procurement, schedule of values, baseline schedule, site logistics plan, site safety plan, and other contract deliverables. NTP 1 does not include site mobilization and sitework. Contractor may mobilize on site prior to September 1, 2024, only if authorized by the COSB. NTP 1 is anticipated to be issued on June 18, 2024.

Notice to Proceed Two (NTP 2) - Includes construction activities beginning September 3, 2024, to contract Final Completion.

COMMUNITY WORKFORCE AGREEMENT: The COUNTY OF SANTA BARBARA has entered into a Community Workforce Agreement, similar to a project labor agreement, that is applicable to this Project. A copy of the Community Workforce Agreement is included in the Bid Documents. The successful bidder and all subcontractors will be required to be bound by the Community Workforce Agreement. Each bidder must provide, with such bidder's bid, a Letter of Assent duly executed by such bidder agreeing to be bound by the Community Workforce Agreement. Each Subcontractor must also provide a Letter of Assent duly executed by such Subcontractor prior to commencing any Work on the Project.

LIQUIDATED DAMAGES: The liquidated damages will be **Five Thousand Dollars (\$5,000)** per day for Project delays that are determined to be attributable to the CONTRACTOR.

VIRTUAL BID OPENING: Bids will be opened and read aloud in a public virtual meeting, which can be attended by using the following Teams link: [Virtual Bid Opening](#) or by calling (audio only) **805-724-0311** and using the following Phone Conference ID: **803 778 255#**

BID FORM

- Pursuant to and in compliance with the County of Santa Barbara's Notice to Bidders and the Contract Documents relating to the construction of:

**COUNTY OF SANTA BARBARA
NEW PROBATION HEADQUARTERS
1019 Garden Street, Santa Barbara, CA 93101
Project No. 19014**

Bid Due Date: THURSDAY MAY 9, 2024 at 3:00 PM PACIFIC TIME

including Addendum No(s). __, __, __, __, __, __, __, the undersigned bidder ("Bidder"), having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in, and in strict accordance with, the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the Work and complete it in a workmanlike manner) for the total sum of:

- TOTAL LUMP SUM BASE BID (including Allowance #1, 2, and 3)**

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(Place figures in appropriate boxes.)

ALLOWANCE No. 1:

Description	Quantity (cu. yd.)	Unit Price (\$/cu. yd.)	Total (\$)
Include 2,000 cubic yards of unsatisfactory soil excavation and disposal off-site and replacement with satisfactory soil material from off-site, as specified in Section 312000 "Earth Moving". Coordinate quantity allowance adjustments with unit-price requirements in Section 01 22 00 "Unit Prices".	2000		

ALLOWANCE No. 2:

Description	Quantity (cu. yd.)	Unit Price (\$/cu. yd.)	Total (\$)
SCE Scope of Work. Include 1,000 cubic yards of mass rock removal and replacement with satisfactory soil material, as specified in Section 312000 "Earth Moving". Coordinate quantity allowance adjustments with unit-price requirements in Section 01 22 00 "Unit Prices".	1,000		

ALLOWANCE No. 3:

Description	Total (\$)
Contingency allowance for use according to County of Santa Barbara written instructions.	\$100,000

The above allowance amounts are included in the TOTAL LUMP SUM BASE BID. In case of discrepancy between unit price and total price, the unit price will govern.

Additive Alternate No. 1: Off-Site Electrical. Construction of a Joint Utility Trench in Garden Street for Electrical Feed and Fiber Optic from the corner of Garden Street and Figueroa Street to the project site as indicated in Exhibit-1 Drawing OFFSITE ELECTRICAL FEED and as specified in Division 01 Section 01 2300.

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(Place figures in appropriate boxes.)

Number of calendar days: _____

3. It is understood that the County of Santa Barbara (“COUNTY” or “Owner”) reserves the right to reject this Bid, and that this Bid shall remain open and not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening.
4. Attached hereto and incorporated herein is the complete and entire list of subcontractors (“Subcontractors”) to be employed by the undersigned Bidder and in the performance of the Work.
5. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned Bidder within thirty (30) calendar days after the opening of the Bid, or at any time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver to Owner the Contract Documents in the forms attached to the Notice to Bidders for the Project and in accordance with the Bid as accepted, and will also furnish and deliver to Owner the Payment Bond required under Sections 3247 through 3252 of the California Civil Code, and the Performance Bond as required under the provisions of the California Government Code and/or the California Public Contract Code, all within fourteen (14) calendar days after personal delivery or deposit in the mails, as the case may be, by COUNTY of the Notification of Intent to Award. The Work under the Contract shall be commenced by the undersigned Bidder on the date stated in COUNTY’S written Notice to Proceed One and Two and shall be completed within **754 calendar** days thereafter.
6. Notice of acceptance or request for additional information may be addressed to the undersigned Bidder at the business address set forth below.
7. Bidder certifies and warrants that none of this Bid, the Contract, or any other submittal of the Bidder identified below in connection with the Project shall be made in the interest of or on behalf of any undisclosed person,

partnership, company, association, organization, or corporation; that this Bid is genuine, and not collusive or a sham; that the undersigned Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding; that the undersigned Bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix such Bidder's bid price, or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or that of any other bidder, or to secure any advantage against the COUNTY of anyone interested in the Project; that all statements contained in this Bid are true; and that the undersigned Bidder has not directly or indirectly, submitted the Bid, or any breakdown thereof, or the contents hereof or thereof, or divulged information or data relative hereto or thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, entity, Bid Depository, or to any member or agent thereof, to effectuate a collusive or sham bid. The undersigned Bidder declares under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

8. Wherever in this Bid an amount is stated in both words and figures, in case of discrepancy between such words and figures, the words shall control and prevail; if all or any portion of the Bid is required to be given in unit prices and totals, and a discrepancy exists between any such unit prices and totals so given, the unit prices shall control and prevail.
9. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every contractor performing work in connection with the Project will be required to secure the payment of compensation of such contractor's employees. Each contractor to whom a public works contract is awarded shall sign the following certification prior to performing any work under the Contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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."
10. Attached hereto and incorporated herein is the fully executed Letter of Assent by which the undersigned Bidder agrees to be bound by the provisions of the Community Workforce Agreement.
11. Protest(s) of any bid(s) must be delivered to the COUNTY in writing within ten (10) working days after the opening of bids and must specify all grounds for such protest.

"Bidder"

Company

IRS No.: _____

Street Address

License Classification(s): _____

City

Phone Number: _____

BY: _____
Signature

Printed Name, Title

DESIGNATION OF SUBCONTRACTORS

The Bidder agrees that, if this Bid is accepted by the COUNTY, that Bidder will contract with the County of Santa Barbara to perform all Work, and furnish all labor, materials, machinery, tools and apparatuses necessary to complete the Work in accordance with the Contract Documents in the manner and time prescribed by the Contract Documents.

**COUNTY OF SANTA BARBARA
NEW PROBATION HEADQUARTERS
1019 Garden Street, Santa Barbara, CA 93101
Project No. 19014**

Bid Due Date: THURSDAY MAY 9, 2024 at 3:00 PM PACIFIC TIME

In compliance with the provisions of Section 4100-4107 of the Public Contract Code, as may be amended from time to time, the undersigned Bidder has set forth below the name and principal place of business address of each Subcontractor who will perform Work or labor or render service(s) to the undersigned Bidder in connection with the Project, as well as the portion of the Work to be performed by each Subcontractor pursuant to a subcontract in an amount of more than one-half of one percent (0.5%) of the amount of the undersigned Bidder's total aggregate Bid.

DIVISION OF WORK	SUBCONTRACTOR	LIC NO.	LOCATION

BIDDER: _____

BY: _____
Name: _____

Title: _____

NOTE: This form may be reproduced and attached behind this page to list additional Subcontractors.

ANTI-FRAUD CERTIFICATION

COUNTY OF SANTA BARBARA
NEW PROBATION HEADQUARTERS
1019 Garden Street, Santa Barbara, CA 93101
Project No. 19014

Bid Due Date: THURSDAY MAY 9, 2024 at 3:00 PM Pacific Time

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury that the Bidder **has** __, **has not** __, been convicted within the preceding three years of any offenses referred to in Public Contract Code Section 10285.1, 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 Trustees of the California State University.

The term "Bidder" is understood to include all partners, members, officers, directors, responsible managing officers, and responsible managing employees thereof, as referred to in Public Contract Code Section 10285.1.

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

_____ Date

_____ Signature of Principal

_____ Printed Name, Title of Principal

_____ Company

_____ Address

_____ City, State & Zip

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety (hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called "Owner") in the penal sum of Ten Percent (10%) of the total aggregate amount of the Bid of the Principal above named, submitted by said Principal to Owner for the work described below, 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, and successors, jointly and severally, firmly by these presents. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of _____ DOLLARS (\$ _____). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

**COUNTY OF SANTA BARBARA
NEW PROBATION HEADQUARTERS
1019 Garden Street, Santa Barbara, CA 93101
Project No. 19014**

for which bids are due on Thursday May 9 2024 at 3:00 PM Pacific Time, has been submitted by Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said Bid within the period therein after the opening of the same, or, if no period be specified, within ninety (90) days after said opening, and shall, within the period specified therefore, or, if no period be specified, within eight (8) days after the prescribed forms are presented to Principal for signature, enter into a written Contract with Owner, in the prescribed form, in accordance with the Bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any manner affects its obligations on this bond, and it does hereby waive notice of any change, extension, alteration, or addition.

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon either Bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

Name of Principal

Dated _____

(Seal)
Signature of Principal

Name of Surety

Address

City, State & Zip

Dated _____

(Seal)
Signature of Principal

Signature of Surety's Attorney-in-fact

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State & Zip

Telephone Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Unit-cost allowances.
 - 3. Quantity allowances.
 - 4. Contingency allowances.
 - 5. Testing and inspecting allowances.
- C. Related Requirements:
 - 1. Section 012200 "Unit Prices" for procedures for using unit prices, including adjustment of quantity allowances when applicable.
 - 2. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 3. Section 014000 "Quality Requirements" for procedures governing the use of allowances for field testing by an independent testing agency.

1.2 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise COUNTY of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the COUNTY OF SANTA BARBARA to avoid delaying the Work.
- B. At COUNTY's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier or approved equal.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by COUNTY OF SANTA BARBARA or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by COUNTY OF SANTA BARBARA or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to COUNTY OF SANTA BARBARA, after installation has been completed and accepted.
 - 1. If requested by Architect, retain, and prepare unused material for storage by COUNTY OF SANTA BARBARA. Deliver unused material to COUNTY OF SANTA BARBARA's storage space as directed.

1.7 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by COUNTY OF SANTA BARBARA or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by COUNTY OF SANTA BARBARA or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to COUNTY OF SANTA BARBARA, after installation

has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by COUNTY OF SANTA BARBARA. Deliver unused material to COUNTY OF SANTA BARBARA's storage space as directed.

1.8 QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by COUNTY OF SANTA BARBARA or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by COUNTY OF SANTA BARBARA or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to COUNTY OF SANTA BARBARA, after installation has been completed and accepted.
 1. If requested by Architect, retain and prepare unused material for storage by COUNTY OF SANTA BARBARA. Deliver unused material to COUNTY OF SANTA BARBARA's storage space as directed.

1.9 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for COUNTY OF SANTA BARBARA's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by COUNTY OF SANTA BARBARA under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to COUNTY OF SANTA BARBARA by Change Order.

1.10 TESTING AND INSPECTING ALLOWANCES

- A. Testing and inspecting allowances include the cost of engaging testing agencies, actual tests and inspections, and reporting results.
- B. The allowance does not include incidental labor required to assist the testing agency or

costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency shall be included in the Contract Sum.

- C. Costs of testing and inspection services not specifically required by the Contract Documents are Contractor responsibilities and are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to COUNTY OF SANTA BARBARA by Change Order.

1.11 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. COUNTY OF SANTA BARBARA reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Quantity Allowance: Include 2000 cu. yd. of unsatisfactory soil excavation and disposal off-site and replacement with satisfactory soil material from off-site, as specified in Section 312000 "Earth Moving."
 - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."
- B. Allowance No. 2: Quantity Allowance: SCE UTILITY SCOPE OF WORK. Include 1000 cu. yd. of mass rock removal and replacement with satisfactory soil material, as specified in Section 312000 "Earth Moving."
 - 1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."
- C. Allowance No. 3: Contingency Allowance: Include a contingency allowance of \$100,000.00 for use according to COUNTY OF SANTA BARBARA's written instructions.

END OF SECTION 01 21 00



Mandatory Pre-Bid Conference Sign-In

County of Santa Barbara, Dept. of General Services, Capital Projects

DATE: April 11, 2024

TIME: 10:00AM – 11:00AM

LOCATION: 1019 Garden Street, Santa Barbara, CA 93101

SUBJECT: Project #19014 - County of Santa Barbara – Probations Headquarters Building Project

Meeting Attendees:		NAME	COMPANY	PHONE	EMAIL ADDRESS
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