



COUNTY OF MENDOCINO
EXECUTIVE OFFICE - FACILITIES AND FLEET DIVISION

**WILLITS VETERANS HALL
ACCESSIBLE RAMPS**

**BID DOCUMENTS
AND SPECIFICATIONS**

Prepared by:
Brokaw Design
P.O. Box 3103
Rohnert Park, CA 94927

Bid No. 64-17

Issue Date: August 21, 2017

PROJECT LOCATION:

Willits Veterans Hall
189 North Main Street
Willits, CA 95490

INFORMATION:

COUNTY OF MENDOCINO
Facilities & Fleet Division
851 Low Gap Road
Ukiah, California 95482

SECTION 00002
PROJECT DIRECTORY

PROJECT	Willits Veterans Hall Accessible Ramps 189 North Main St. Willits, CA 95490
OWNER:	County of Mendocino 501 Low Gap Road Ukiah, CA 95482
AGENT:	Mendocino County Executive Office Facilities and Fleet Division 851 Low Gap Road Ukiah, CA 95482 (707) 234-6054 Doug Anderson, Project Specialist
ARCHITECT:	Brokaw Design P.O. Box 3103 Rohnert Park, CA 94927 Charles Beavers, Architect
CIVIL ENGINEER:	SHN Consulting Engineers & Geologists, Inc. 335 South Main St Willits, CA 95490 (707) 459-4518

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SECTION 00020 - NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received at the Facilities and Fleet Division Office, County of Mendocino, 851 Low Gap Road, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall of the Facilities and Fleet Division Office, County of Mendocino, on Thursday, September 14, 2017 at which time they will be publicly opened and read aloud in the Facilities and Fleet Division Office, County of Mendocino, 851 Low Gap Road, Ukiah, California for the following project:

Willits Veterans Building Accessible Ramps

License required for this Project is: "B" License

Plans and documents may be seen at the Facilities and Fleet Division Office, County of Mendocino, 851 Low Gap Road, Ukiah, CA 95482. Electronic Plans and Documents may be seen or downloaded from the Mendocino County Web Page for Open RFP, Quotes, Bids:

<https://www.mendocinocounty.org/government/executive-office/open-rfp-quotes-bids>

Additionally plans and documents have been distributed to builder's exchange plan rooms throughout Northern California. In Mendocino County, printed plans may be obtained from:

Blueprints and Copies
846 S. State St.
Ukiah, CA 96482
707-462-1197

Bids shall be made up on a form provided by the County and accompanied by a Certified Check, Cashier's Check, or Bidder's Bond for ten percent (10%) of the amount bid, made payable to the County of Mendocino. The above-mentioned check or Bid Bond shall be given as a guarantee that the Bidder shall execute the contract if it be awarded to it in conformity with the contract documents and shall provide the surety bond or bonds required, sign the contract and commence work as set forth in the Instructions to Bidders of the contract documents.

The successful Bidder will be required to furnish a Labor and Material Bond and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price. Bonds shall each be obtained from a surety company satisfactory to the County of Mendocino.

Federal Laws, including The Davis-Bacon Act and The Americans with Disabilities Act of 1990, are applicable to the project.

Bidders' attention is called to Instruction to Bidders and other related documents for full directions and information as to bidding and other requirements.

Pursuant to California Public Contract Code Section 22300, the Contractor may substitute securities for any money withheld by the County to insure performance under the Contract. Said securities shall be in a form and of a type acceptable to the County.

A mandatory pre-bid conference will be held on Thursday August 31, 2017 at 10:00 a.m. at the Project site, 189 North Main Street, Willits, California.

PAYMENT OF PREVAILING WAGES

Pursuant to the provisions of the Labor Code of the State of California, the Department of Industrial Relations has made a determination of the rate of per diem wages to be paid on the prevailing rate of pay for regular, holiday and overtime work in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to execute the contract. All County of Mendocino projects greater than \$1,000 require that contractors adhere to Prevailing Wage requirements (California Labor Code, Sections 1770 through 1775). The rates can be found online here:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

CONTRACTOR REGISTRATION

Per 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 4104 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.

CERTIFIED PAYROLL RECORDS

Per Labor Code Section 1776 each contractor and subcontractor shall keep accurate payroll records. A certified copy of all payroll records for work performed under this contract shall be furnished upon request to a representative of the awarding body. Per SB 854 contractors and subcontractors are required to furnish certified payroll reports directly to the Department of Industrial Relations.

EMPLOYMENT OF APPRENTICES

Each contractor and subcontractor performing work in an apprenticeable craft or trade shall comply with Section 1777.5 relating to Apprentices on public works projects.

MENDOCINO COUNTY BUSINESS LICENSE

Pursuant to Mendocino County Code Section 6.0 – Business Licenses and Regulations, at the time of contract award, the contractor shall supply a copy of their current County of Mendocino business license.

LAWS AND GOVERNANCES

In the performance of the work contemplated by this contract, the contractor shall conform to and abide by all labor requirements and provisions of State and Federal Laws and City and County Ordinances and Regulations which may in any manner affect those engaged or employed on the work project, including but not limited to the overtime provisions of the Labor Code section 1813 and 1815 of the State of California.

SECTION 00100 - INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 BIDS RECEIVED

- A. Sealed bids for the Mendocino County **Willits Veterans Building Accessible Ramps** Project will be received at the Facilities and Fleet Division Office, County of Mendocino, 851 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the Facilities and Fleet Division Office, on Thursday, September 14, 2017 and then publicly opened and read aloud in the Facilities and Fleet Division Office, County of Mendocino.
- B. Late bids will not be accepted. It is Bidder's responsibility to assure that its bid is delivered and received at the location noted above on or before the date and hour set for the bid opening.

1.2 LICENSE REQUIREMENT

- A. The license required for this Project is “B” License.
- B. Pursuant to Mendocino County Code Section 6.0 – Business Licenses and Regulations, at time of contract award, the contractor shall supply a copy of their current County of Mendocino business license.

1.3 SECURING OF PLANS AND DOCUMENTS

Electronic Plans and Documents may be seen at, or downloaded from the Mendocino County Web Page for Bidding Opportunities – Construction:

<https://www.mendocinocounty.org/government/executive-office/open-rfp-quotes-bids>

1.4 BIDS

Bids, to be considered, must be in accordance with the following instructions:

- A. Bids must be submitted on the bid form provided by County, properly and completely filled out with numbers stated both in writing and in figures and with signatures of all persons signing in longhand/cursive.
- B. The completed form shall be without erasures or interlineation and shall not contain recapitulations of the work to be done. Only written proposals will be permitted.
- C. A Bid Bond or Certified Cashier's Check made payable to the County of Mendocino for an amount equal to at least ten percent (10%) of the bid amount shall accompany each bid. Such guaranty to be forfeited should the Bidder to whom the contract is awarded fail to enter into the contract.

1.5 PRE-BID CONFERENCE AND SITE ACCESS

- A. **A mandatory pre-bid conference will be held on Thursday, August 31, 2017 at 10:00 a.m. at the site, 189 North Main Street, Willits, California.**
- B. Following the meeting, a site review will be conducted to acquaint Bidders with the Project.
- C. Failure to attend the pre-bid conference will disqualify a non-attending bidder from the bid.

1.6 SUBCONTRACTORS LISTED

- A. In accordance with California Public Contract Code Sections 4100 *et seq.*, inclusive, each bidder shall provide a list of subcontractors (Section 00430), giving the name and location of place of business and contractor's license number of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each instance, the nature and portion of the work to be subcontracted shall be described.
- B. Failure of Bidder to specify a subcontractor for any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total contract price constitutes an agreement for Bidder to perform that portion of the work itself. After bids are opened, no subcontractor may be designated or substituted except as provided for in Sections 4107 *et seq.* of the Public Contract Code.
- C. All Bidders must supply with their Bids the required information on all subcontractors who will perform any portion of the work including labor, rendering of service or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one-half of one percent (0.5%) of total bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.

1.7 AWARD OR REJECTION OF BIDS

The contract shall be awarded to the lowest responsible bidder complying with these instructions, provided the bid is deemed reasonable and in the best interest of the County of Mendocino. County reserves the right to reject any and all bids, and to waive any informality on bids received whenever the rejection or waiver is in the best interest of County. The competency and dependability of the bidders will be considered when making the award.

Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, if this bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: *[check one]*

X (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

☐ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Form as being used for the purpose of determining the lowest bid price.

(c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the County before the first bid is opened.

(d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the County to determine the lowest responsible bidder, the County retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

The award of the contract, if awarded, is expected to be made within thirty (30) days and in no event later than eighty (80) days after the bid opening. After award, County shall notify the successful Bidder in writing, and forward with the notification original contracts for Bidder's execution. Within eight (8) working days after such notification, the successful Bidder shall return the signed contracts to County, accompanied by all required Surety Bonds, insurance policies and endorsements.

1.8 TIME OF COMPLETION

Bidder agrees to commence work on or before a date to be specified in the written "Notice to Proceed" from County and to fully complete the project within One hundred twenty (120) calendar days from date of the written "Notice to Proceed".

1.9 ADDENDUM

Any addendum issued during the time of bidding and before bid opening shall be included in the bid. The addendum issued by County shall become part of the agreement. **Questions to be considered for inclusion in an addendum must be in writing and in the hands of County not less than seven (7) days prior to bid opening date.**

1.10 INTERPRETATION OF DRAWINGS AND DOCUMENTS

Should a Bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their intent, it should at once notify County, which will then send responsive written instructions in the form of addenda to all Bidders. County will not be responsible for any oral instructions. Any verbal conversations with County during the bidding period are not to be construed as instructions. Any changes in the Contract documents will be issued by written addendum only.

1.11 WITHDRAWAL OF BID

Bids may be withdrawn prior to, but not later than, the time of bid opening.

1.12 BONDS

The successful Bidder is required to furnish a Labor and Material Bond and a Performance Bond each in the amount equal to one hundred percent (100%) of the contract price. In addition, the successful Bidder is required to furnish a Bid Bond or Certified Cashier's Check made payable to the County of Mendocino for an amount equal to at least ten percent (10%) of the bid amount. Said Bonds shall be obtained from a surety company satisfactory to County.

1.13 SUBSTITUTIONS

Any substitution shall be made in accordance with instructions contained in Section 01630 - Product Options and Substitutions attached hereto. Questions concerning substitutions will not be entertained during the bidding period.

1.14 LIQUIDATED DAMAGES

In case of failure on the part of Contractor to complete the work within the time stipulated plus any duly authorized extension of time granted in writing by County, Contractor shall pay to County the sum of \$250.00 per calendar day for each day's delay beyond the time prescribed as liquidated damages, but not as a penalty. The language in the paragraph of the General Conditions entitled "Time of Completion and Liquidated Damages" is incorporated herein.

1.15 BIDDER'S QUALIFICATIONS

- A. All Bidders, Contractors and Subcontractors bidding under joint venture agreements shall be duly licensed as provided for under Sections 7000 *et seq.* of the Business and Professions Code.
- B. A corporation which is awarded the Contract will be required to furnish certification attesting to its corporate existence, as well as evidence that the Officer signing the contract is duly authorized to do so.
- C. Bidders and their subcontractors may be required to furnish evidence satisfactory to County that they have sufficient means and have had experience in the class of work called for to enable them to complete the contract in a satisfactory manner.
- D. No person, firm or corporation shall make or file or be interested in more than one bid for the same work, except insofar as alternate bids may be called for. No person, firm or corporation shall submit a collusive or sham bid or seek directly or indirectly to induce any other bidder to submit a collusive or sham bid or to refrain from submitting a bid or to seek in any way to control or fix the price of the bid or any portion of the bid price in order to secure an advantage against County or any other person interested in the proposed contract. However, a person, firm or corporation submitting a sub-proposal to a bidder or quoting prices on materials to a bidder is not hereby disqualified from submitting sub-proposals or quoting prices to other bidders.

- E. A licensed contractor shall not submit a bid to a public agency unless (1) its contractor's license number appears clearly on the bid, (2) the license expiration date is stated, and (3) the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by County.

1.16 EXAMINATION OF SITE AND DOCUMENTS

By submitting a bid, Bidder agrees and warrants that (1) it has examined the site and all documents, drawings and specifications; (2) it is satisfied that the same are adequate to produce the required results; and (3) its bid covers the cost of all items required in the agreement. The work to be performed includes all of the items mentioned in these specifications and/or as shown on the plans and other documents included as a part of the project.

1.17 ENVIRONMENTAL IMPACT REPORT

Bidder agrees to perform its work in conformance with any environmental impact reports that may be applicable to the project.

1.18 AGREEMENT

Contract documents include the Agreement which the successful Bidder, as Contractor, will be required to execute.

1.19 PRE-CONSTRUCTION CONFERENCE

The successful bidder shall be available for a pre-construction conference with County at a mutually convenient time.

1.20 QUALIFICATIONS OF BIDDERS

The work to be performed under this contract is of a very specialized nature. It is the desire of County to secure the best work attainable and to maintain a very critical and condensed schedule. Bidders considered for award will be limited to those firms who can show to the satisfaction of County that they have the facilities and experience necessary to perform the required construction in accordance with specifications proposed for this project. The terms under which bidders will be evaluated and the rules that will be applied are attached to the bid documents herein as Section 00120, "Qualification Application".

END OF SECTION

SECTION 00120 - QUALIFICATION APPLICATION

The information contained in this Application is confidential, and is for the sole use of County in evaluating the qualifications of Bidder. Only the information below ("Contact Information") is considered public information.

CONTACT INFORMATION

Firm Name (as it appears on license): _____

Check one: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If the firm is a sole proprietor or partnership:

Owner(s) of Company: _____

Contractor's License Number(s):

<u>License No.</u>	<u>Classifications</u>	<u>Expiration</u>	<u>Qualifying Individual</u>
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_____	_____	_____	_____
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_____	_____	_____	_____
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_____	_____	_____	_____
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DIR Registration Number: _____

Mendocino County Business License No: _____

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

The Contractor will be immediately disqualified if the answer to any of questions 1 through 3 is “no”.

The Contractor will be immediately disqualified if the answer to any of questions 4 through 7 is “yes”¹.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
☐ Yes ☐ No
2. Contractor has a liability insurance policy with a policy limit of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
☐ Yes ☐ No
3. Contractor has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 *et seq.*
☐ Yes ☐ No ☐ Contractor is exempt from this requirement because it has no employees
4. Has Contractor’s license been revoked at any time in the last five (5) years?
☐ Yes ☐ No
5. Has a surety firm completed a contract on Contractor’s behalf, or paid for completion because Contractor’s firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No
6. At the time of submitting this qualification form, is Contractor’s firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7?
☐ Yes ☐ No

If the answer is “yes”, state the beginning and ending dates of the period of debarment:

7. At any time during the last five (5) years, has Contractor’s firm, or any of its owners or officers, been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes ☐ No

¹ A contractor disqualified solely because of a “yes” answer given to questions 4,5, or 7 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For firms that are corporations:

- 1a. Date incorporated: _____
1b. Under the laws of the State of: _____
1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock:

Name	Position	Years with Co.	% Ownership	Social Security #

For firms that are partnerships:

- 1a. Date of formation: _____
1b. Under the laws of the State of: _____
1c. Provide all of the following information for each partner who owns ten percent (10%) or more of the firm:

Name	Position	Years with Co.	% Ownership	Social Security #

For firms that are sole proprietorships:

- 1a. Date of commencement of business: _____
1b. Social security number of company owner: _____

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three (3) years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If “yes”, explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of Contractor’s firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes”, explain on a separate signed page.

4. Are any corporate officers, partners, or owners connected to any other construction firms?
NOTE: Include information about other firms if an owner, partner, or officer of Contractor’s firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes”, explain on a separate signed page.

5. Financial Statements: Does the Contractor have reviewed or audited financial statements for each of the last three years?

☐ Yes ☐ No

6. State Contractor’s firm’s gross revenues for each of the last three (3) years:

Year	Gross Revenue

7. How many years has Contractor’s organization been in business in California as a contractor under its present business name and license number? _____ years.

8. Is Contractor’s firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

If “yes”, please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

Disputes

9. At any time in the last five (5) years, has Contractor’s firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If “yes”, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment of liquidated damages.

10. In the last five (5) years, has Contractor’s firm, or any firm with which any of Contractor’s company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of Contractor’s firm held a similar position.

☐ Yes ☐ No

If “yes”, explain on a separate signed page. State whether the firm involved was the firm applying for qualification here or another firm. Identify by name of the company, the name of the person within Contractor’s firm who was associated with that company, the year of the event, the owner of the project, the project, and the basis for the action.

11. In the last five (5) years, has Contractor’s firm been denied an award of a public works contract based on a finding by a public agency that Contractor’s company was not a responsible bidder?
- ☐ Yes ☐ No

If “yes”, explain on a separate signed page. Identify the year of the event, the owner, the project, and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between Contractor’s firm and the owner of a project. Contractor need not include information about disputes between its firm and a supplier, another contractor, or subcontractor. Contractor need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner. Also, Contractor may omit reference to all disputes about amounts less than \$50,000.

12. In the last five (5) years, has any claim *against* Contractor’s firm concerning the firm’s work on a construction project been *filed in court or arbitration*?
- ☐ Yes ☐ No

If “yes”, on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

13. In the last five (5) years, has Contractor’s firm made any claim against a project owner concerning work on a project or payment for a contract and *filed that claim in court or arbitration*?
- ☐ Yes ☐ No

If “yes”, on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

Criminal Matters and Related Civil Suits

14. Has Contractor’s firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
- ☐ Yes ☐ No

If “yes”, explain on a separate signed page, including who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

15. Has Contractor’s firm or any of its owners, officers or partners ever been convicted of a crime involving federal, state, or local law related to construction?
☐ Yes ☐ No

If “yes”, explain on a separate signed page, including who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

16. Has Contractor’s firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
☐ Yes ☐ No

If “yes”, identify on a separate signed page the person(s) convicted, the court (the county if a state court, the district or location if a federal court), the year, and the criminal conduct.

Bonding

17. If Issued a Notice to Proceed, can the contractor secure payment and performance bonds within ten (10) calendar days?
☐ Yes ☐ No

Name of Bonding Company: _____

Name, Address, Telephone# for Surety Agent: _____

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

18. Has Cal-OSHA cited and assessed penalties against Contractor’s firm for any “serious”, “willful”, or “repeat” violations of its safety or health regulations in the last five (5) years?

NOTE: If Contractor has filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, Contractor need not include information about it.

☐ Yes ☐ No

If “yes”, attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was/were issued, and the amount of the penalty paid (if any). If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

19. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against Contractor’s firm in the last five (5) years?

NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.

☐ Yes ☐ No

If “yes”, attach a separate signed page describing each citation.

20. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either Contractor’s firm or the owner of a project contracted to Contractor in the last five (5) years?

NOTE: If Contractor has filed an appeal of a citation and the Appeals Board has not yet ruled on the appeal, or if there is a court appeal pending, Contractor need not include information about the citation.

☐ Yes ☐ No

If “yes”, attach a separate signed page describing each citation.

21. How often does Contractor require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

22. List Contractor’s Experience Modification Rate (EMR) (California’s Workers’ Compensation insurance) for each of the past three (3) premium years:

NOTE: An Experience Modification Rate is issued to Contractor annually by its workers’ compensation insurance carrier.

Current year: _____

Previous year: _____

Year previous to previous year: _____

If Contractor’s EMR for any of these three (3) years is or was 1.20 or higher, Contractor may, at its discretion, attach a letter of explanation.

Prevailing Wage and Apprenticeship Compliance Record

23. Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom Contractor intends to request the dispatch of apprentices to Contractor for use on any public work project for which it is awarded a contract by the County of Mendocino:

SECTION 00205 - MINORITY AND WOMAN OWNED BUSINESS ENTERPRISE GOALS

Women and Minority Goals and Timetables

1. It is the policy of the County of Mendocino to take positive steps to maximize the utilization of minority and woman owned business enterprises in all contract activity administered by the Facilities and Fleet Division of the Executive Office.
2. The contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or woman owned business enterprise" means a business, at least 50% of which is owned by minority group members or women or, in the case of publicly-owned businesses, at least 51% of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.
3. The contractor will submit the attached good faith effort statement as part of his/her sealed bid:

**MINORITY/WOMEN BUSINESS ENTERPRISE
GOOD FAITH EFFORT STATEMENT
FEDERALLY FUNDED CONSTRUCTION PROJECTS**

I have taken affirmative action to seek out and consider minority and woman owned business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

Name and Address of Minority/
Women's Firms Contractor

Anticipates Utilizing*

Category of Work

Dollar Value of
Participation

Total Bid _____ Total Subcontract Amount _____

Minority/Women's Enterprise Total of Subcontract Amount _____

*Indicate whether business is owned by a minority or a woman.

Contractor

Authorized Representative

Date

Printed Name

SECTION 00206 - FEDERAL LABOR STANDARDS PROVISIONS

Federal Labor Standards Provisions

1. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
2. "Anti-Kickback Act of 1986" (41 U.S.C 51-58) prohibits any person from:
 - a. providing, attempting to provide, or offering to provide any kickback;
 - b. soliciting, accepting, or attempting to accept any kickback; or
 - c. including directly or indirectly, the amount of any kickback prohibited by clause (a) or (b) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the COUNTY.
3. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C 3702) requires that workers receive "overtime" compensation at a rate of one and one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
4. Title 29, Code of Federal Regulations (CFR Subtitle A, Parts I. 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.
5. The following certification documents and worksheets shall be executed by the successful contractor and all subcontractors prior to starting work.

**CERTIFICATION OF UNDERSTANDING
AND AUTHORIZATION OF PAYROLL SIGNATORY**

PROJECT NAME: **Willits Veterans Hall Ramps**

STATE CDBG GRANT NUMBER: **12-CDBG-8399**

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Pre-construction Conference, the State and Federal labor standards clauses pertaining to the subject project and the U.S. Dept. of Labor and State Dept. of Industrial Relations' wage determinations _____ and _____.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

(Name) Payroll Officer

(Signature) Payroll Officer

(Name of Contractor/Subcontractor)

by _____
(Signature of Owner)

(Title)

(Date)

CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES

PROJECT: Willits Veterans Hall Ramps

CDBG CONTRACT NUMBER: 12-CDBG-8399

All contractors and subcontractors shall give the following certification to the County and forward this certification to the County within 10 days after the execution of any contract or subcontract.

- A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."
- B. "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."
- C. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week."

(Contractor/Subcontractor)

(Signature)

(Date)

Typed/Printed Name and Title

CERTIFICATION OF FRINGE BENEFIT PAYMENTS

PROJECT NAME: **Willits Veterans Hall Ramps** STATE CDBG NUMBER: **12-CDBG-8399**

Contractor/Subcontractor: _____

Labor Classification: _____

Benefit Type	\$/Hour	Name & Address of Plan or Program
--------------	---------	-----------------------------------

Health and Welfare

Pension

Vacation

Apprenticeship/Training

Labor Classification: _____

Benefit Type	\$/Hour	Name & Address of Plan or Program
--------------	---------	-----------------------------------

Health and Welfare

Pension

Vacation

Apprenticeship/Training

Labor Classification: _____

Benefit Type	\$/Hour	Name & Address of Plan or Program
--------------	---------	-----------------------------------

Health and Welfare

Pension

Vacation

Apprenticeship/Training

OR: (Check if Applicable.)

____ I certify that I do not make payments to approved fringe benefit plans, funds, or programs.

(Contractor/Subcontractor)

By: _____
(Signature)

(Date)

(Title)

(attach additional sheets as necessary)

Wage Comparison Chart

[illegible]

Note: To be Completed at Time of Pre Construction Conference with Payroll Staff and Labor Standards Coordinator

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3144) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(iii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have been paid legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ (Building or Work); that during the payroll period commencing on the _____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967, 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

SECTION 00207 - ANTI-LOBBYING CERTIFICATION

Anti-Lobbying Certification

In submitting a bid, The CONTRACTOR certifies, to the best of his or her knowledge or belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION 00208 - CONFLICT OF INTEREST

Conflict of Interest

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

SECTION 00209 - EQUAL OPPORTUNITY

Equal Opportunity

1. The Civil Rights, Housing and Community Development, and Age Discrimination Acts; Assurances:
During the performance of this agreement, the CONTACTOR assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any grant activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.
2. Rehabilitation Act of 1973 and the "504 Coordinator" The CONTRACTOR further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8. For Contractors with fifteen (15) or more permanent full or part time employees, the CONTRACTOR shall designate a specific person charged with local enforcement of this Act, as the "504 Coordinator."
3. The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance:
 - a. The grant activities to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).
 - b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department Issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The CONTRACTOR will include these Section 3 clauses in every subcontract for Work in connection with the grant activities and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that any subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and, will not let any contract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - d. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided to the grant activities, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors and its successors, to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

SECTION 00210 - CHILD SUPPORT COMPLIANCE

Child Support Compliance Act

1. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. In submitting a bid, The CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

SECTION 00306 - ANTITRUST CLAIM ASSIGNMENT

Pursuant to California Labor Code Section 7103.5, the following certification is hereby set forth and made a part of these specifications:

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

SECTION 00307 - NON-COLLUSION AFFIDAVIT

In accordance with California Public Contract Code Section 7106, the following affidavit must be completed by the Bidder:

Non-Collusion Affidavit to be executed by Bidder
and submitted with bid

State of California)
) ss.
County of Mendocino)

_____, being first duly sworn, deposes
and says that he or she is _____ of
_____ the party making the foregoing bid that the bid is not
made in the interest of, or on behalf of, any undisclosed person, partnership, company,
association, organization, or corporation; that the bid is genuine and not collusive or sham; that
the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or
sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any
bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the
bidder has not in any manner, directly or indirectly, sought by agreement, communication, or
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any
overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any
advantage against the public body awarding the contract of anyone interested in the proposed
contract; that all statements contained in the bid are true; and, further, that the bidder has not,
directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents
thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any
corporation, partnership, company association, organization, bid depository, or to any member or
agent thereof to effectuate a collusive or sham bid.

Signature

SECTION 00308 - PUBLIC CONTRACT CODE QUESTIONNAIRE

In accordance with California Public Contract Code Section 7106, the following questionnaire must be completed by the Bidder:

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

☐ Yes ☐ No

If 'yes', explain the circumstances in the space below.

SECTION 00310 - BID FORM

WILLITS VETERANS BUILDING
ACCESSIBLE RAMPS

FOR MENDOCINO COUNTY

TO: Honorable Board of Supervisors

It is understood that this bid is based upon completion of the work within the time of completion requirements contained in the Instructions to Bidders.

It is agreed that this bid may not be withdrawn for a period of eighty (80) days from the opening hereof.

The undersigned has carefully checked all its figures and understands that the County will not be responsible for any error or omissions on the part of the undersigned in making up this bid.

If awarded the Contract, the undersigned agrees to complete the Work One hundred eighty days (120) calendar days from the date of Notice to Proceed.

The undersigned, having become completely familiar with all conditions affecting the cost of the work at the place where the work is to be done, and with the drawings, specifications and other contract documents prepared and issued thereof and now on file at the Facilities and Fleet Division Office, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all required labor, materials, equipment, transportation and services necessary to erect and complete in the best workmanlike manner, all as shown and specified.

The following bid amounts are as defined and clarified in the Bids Required portion of these specifications:

BASE BID:

_____ Dollars (\$_____)

SALES TAX

All bids shall include required California State Sales Tax, cost of all bonds and insurance as required and all other items of expense incidental to the contract. The County of Mendocino is exempt from Federal Excise Tax.

A licensed Contractor shall not submit a bid to a public agency unless its Contractor's License number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

Name of Organization_____

Name of Organization_____

Type of Organization_____
(Corporation, Partnership, etc.)

Address_____

Name of State where incorporated_____

CONTRACTORS LICENSE NO. _____ EXPIRATION DATE_____

☐ **Contractor has registered with the State of California's DIR (Department of Industrial Relations) website.**

DIR Registration #: _____

☐ **Contractor is currently licensed to do business in the County of Mendocino.**

Mendocino County Business License #: _____

ADDENDA: CONTRACTOR TO ACKNOWLEDGE RECEIPT

I have received the following Addenda pertaining to this project and they have been included as part of my bid.

Numbers:_____

The undersigned hereby certifies under penalty of perjury that this bid is genuine and not collusive, that all the information is correct and that he/she has carefully checked all of the above figures and understands that the County will not be responsible for any errors or omissions on the part of the undersigned on making up this bid.

Signature_____

Corporate Seal

WILLITS VETERANS HALL ACCESSIBLE RAMPS

In accordance with the provisions of Section 4100 *et seq.* of the Public Contract Code of the State of California, each bidder shall list below the name, license number, and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent (0.5%) of the total contract price. In each such instance, the nature and portion of the work to be subcontracted shall be described.

[illegible]

00430-1

SECTION 00500
AGREEMENT FOR LUMP SUM BID

THIS AGREEMENT, made on the _____ day of _____ in the year _____, between the County of Mendocino, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR.

COUNTY and CONTRACTOR, for the consideration described below named, agree as follows:

FIRST: CONTRACTOR shall furnish all labor, materials, equipment, mechanical workmanship, transportation, and services for the installation and completion of the Willits Veterans Hall Accessible Ramps Project, in accordance with the contract documents, including the Addenda thereto, all as adopted by COUNTY.

SECOND: The work under this contract described below shall be completed within One hundred twenty (120) days from the date of the "Notice to Proceed".

THIRD: The Contract consists of the following documents, all of which are fully a part hereof as if herein set out in full, whether or not hereto attached:

1. Invitation to Bid
2. Instructions to Bidders
3. Agreement
4. Contractor's Guarantee
5. Close-Out Items including all Warranties
7. Coordination
8. Mock-Ups
9. Construction Temporary Facilities
10. Maintenance Materials
11. Drawings & Specifications
12. General and Technical Conditions of the Specifications
13. All modifications thereof incorporated before execution of the Contract

FOURTH: COUNTY shall pay to CONTRACTOR, if CONTRACTOR is successful bidder, as full consideration for the faithful performance of the Contract the sum of:

_____ Dollars (\$_____).

This sum constitutes the bid for the following project components (referenced hereunder to specifications section). This sum includes the following alternate bids:

Base bid only, No Alternates

Payment shall be made each month to CONTRACTOR in accordance with and subject to the provisions embodied in the Documents made a part of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

INSURANCE REVIEW:

RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

Exception to Bid Process Required/Completed ☐ _____

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

SECTION 00501

WORKERS' COMPENSATION CERTIFICATION

Pursuant to California Labor Code Section 1861, the Contractor hereby certifies the following:

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 _____

Contractor Signature _____

SECTION 00650 - CONSTRUCTION SITE STORM WATER POLICY

PART I – GENERAL

1.1 SUMMARY

- A. Mendocino County Ordinance No. 4313 STORM WATER RUNOFF POLLUTION PREVENTION PROCEDURE (Mendocino County Code Chapter 16.30 et.seq.) requires any person performing construction and grading work anywhere in the county shall implement appropriate Best Management Practices (BMP) to prevent the discharge of construction waste, debris, sediment or contaminants from construction materials, tools and equipment from entering the storm drainage system or natural waterways (off-site).
- B. By commencing work in this contract, the contractor agrees to comply with Mendocino County Code Section 16.30.140 Inspection and monitoring. The County may enter the worksite whenever necessary to perform inspections related to the Storm Water Runoff Pollution Prevention Procedures for the project including inspection of BMP's and records relating to storm water plan compliance.

1.2 SUBMITTALS

- A. Prior to beginning construction activities, submit construction site Best Management Practice (BMP) Plans and Specifications prepared by a Qualified Storm Water Developer (QSD) or the Contractor referencing Mendocino County Building and Planning Services Documents noted below:
 - 1. Construction Best Management Practices for over-the-counter building permits for projects that do not disturb any soil.
 - 2. Small Construction Site Storm Water Erosion and Sediment Control Plan Template for projects that will disturb any soil.
- B. Submittal shall include a project specific BMP plan for all areas of soil disturbance and possible contamination source generated by the project. Attach copies of the relevant current BMP fact sheets from the California Storm Water BMP Handbook Portal planned to address each potential source of contamination generated by the project.
- C. A County approved BMP plan is required prior to beginning work on the project.

Part 2 – PRODUCTS

2.1 MATERIALS

- A. Provide Materials in Compliance with Approve BMP fact sheets in appropriate quantities to mitigate possible runoff, sedimentation and/or contamination in accordance with the approved BMP plan.

Part 3 – EXECUTION

3.1 PREPARATION

- A. Prepare BMP schedule to identify dates when BMP's will be installed.
- B. Ensure that BMP Materials are on site in the event of an untimely rain event and prior to October 15th.
- C. Identify and mark Storm Drain Inlets and drainage features leading to storm drains or natural waterways.
- D. Identify and provide instruction and training to on site personnel responsible for installation and management of BMP's.

3.2 INSTALLATION

- A. Complete BMP installation Prior to October 1st or prior to ground disturbance activities between October 1st and April 15th, and call the project manager for an inspection of the installed BMP plan. Do not start grading activities without BMP's in place.
- B. Comply with installation guidelines included with BMP fact sheets and suitable to site conditions.
- C. Remove Contamination and Sediment BMP's after sources of sedimentation, or contamination have been removed from the site or final soil stabilization is complete. Do not remove Erosion Control BMP's until permanent Erosion Control features are established unless directed by the County.

3.3 INSPECTION

- A. It is the responsibility of the Contractor to provide regular inspection of BMP's throughout the rainy season. Maintain and replace all BMP's in accordance with the approved BMP plan.
- B. Prior to significant rain events, inspect installed BMP's to ensure all potential sources of contamination, sedimentation or erosion are protected by approved BMP's.
- C. During significant rain events verify that installed BMP's are adequate to the flows on the project site.
- D. Record inspection findings as required by approved BMP plan.
- E. Maintain Inspection records and a copy of the approved BMP plan on the project site for inspection by County and NCWRCB.
- F. Failure of the Contractor to comply with the requirements of these specifications and the provisions of the approved Storm Water pollution Prevention Plan or BMP plan may result in work stoppage, a written citation, monetary fine or any combination thereof.

END OF SECTION

SECTION 00700 - GENERAL CONDITIONS

1. DEFINITIONS

Whenever in the Specifications and other Contract Documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

- A. "Owner" - Board of Supervisors, County of Mendocino, or its authorized agents or assignees.
- B. "Agent" - The Agent acting for the County, which shall be either the County General Services Agency Director or his/her designee, or the County Executive Officer or his/her designee.
- C. "Contractor" - The person or persons, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the County, as party or parties of the second part or his/her or their legal representatives.
- D. "Specifications" - The directions, provisions and requirements contained in these Specifications as supplemented by the Supplementary Conditions. Whenever the term "These Specifications" is used in this book, it means the provisions as set forth in this book.
- E. "Paragraph" - The particular section of subdivision herein designated by a number.
- F. "Laboratory" - The designated laboratory authorized by the County to test materials and work involved in the Contract.
- G. In the case of conflict between the Standard Specification and these Specifications, these Specifications shall take precedence over and be used in lieu of such conflicting portions:
 - A.W.S. American Welding Society
 - A.S.T.M. American Society for Testing Materials
 - A.S.A. American Standard Association
 - N.B.F.U. National Board of Fire Underwriters
 - N.B.S. National Bureau of Standards
 - A.S.M.E. American Society of Mechanical Engineers
 - A.R.I. American Refrigeration Institute
 - N.E.M.A. National Electrical Manufacturers Association
 - U.L. Underwriter's Laboratories
 - E.T.L. Electrical Testing Laboratories
 - A.C.I. American Concrete Institute
 - F.A. Federal Specifications
 - A.I.S.C. American Institute of Steel Construction
- H. The County and the Contractor are those named as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.
- I. When the words "Approved", "Satisfactory", or "Equal", "As Directed", etc. are used, approval by the County is understood.

- J. All Federal, State laws and local laws shall govern the construction of the Contract and all rules, ordinances and requirements of authorized officials shall be complied with.
- K. It is understood that any reference to the Specifications or designation of the American Society for Testing Materials, Federal Specifications or other standard, code, or order, refers to the most recent or latest amended specification or designation.

2. EXAMINATION OF PLANS AND SPECIFICATIONS

The Bidder shall examine carefully the site of the work contemplated and the proposal, plans, specifications, and Contract forms thereof. It will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and material to be furnished, and as to the requirements of these Specifications.

3. DRAWINGS AND SPECIFICATIONS

- A. Figured dimensions on the drawings shall govern, but work not dimensioned shall be as directed. Work indicated but not particularly detailed or specified shall be equal to similar parts that are detailed or specified, or as directed. Full-size details shall take precedence over scale drawings as to shape and details of construction. It is intended that scale drawings, full-size details and specifications should agree, but should any discrepancy or apparent error occur in plans and specifications or should any work of others affect this work, the Contractor shall notify the County at once; if the Contractor proceeds with the work affected without instruction from the County he shall make good any resultant damage or defect.
- B. All misunderstandings of drawings or specifications shall be clarified by the County, whose decision shall be final.
- C. Any work called for by the drawings and not mentioned in the Specifications, or vice versa, is to be furnished as though fully set forth by both. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, including special construction for any specific brand or shape of material called for even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as a part of the Contract.
- D. Lists, rules and regulations referred to are recognized printed standard and shall be considered as one and a part of these Specifications within the limits specified.
- E. "General Conditions" apply with equal force to all of the work, including extra work authorized.
- F. For convenience, the Technical Specifications are arranged in Divisions and further divided into various sections. It is to be understood, this separation is for convenience of all parties involved and is not to be considered as the limits of the work required of any separate trade. The terms and conditions of such limitations are wholly between the County and the Contractors during bidding and construction phases; i.e., all work shown, as well as for the proper completion of the project as a whole, shall be coordinated by the Contractor and his Subcontractors during bidding and construction and shall be provided in this Contract.

4. CONDUCT OF WORK

- A. The County reserves the right to do other work in connection with the project by contract or otherwise. Contractor shall at all times conduct his work so as to impose no hardship on the County or others engaged in the work. Contractor shall adjust, correct, and coordinate his work with the work of others so that no discrepancies shall result in the whole work.
- B. The Contractor shall provide at his own cost and risk all labor, material, water, power tools, machinery, scaffolding, and framework for the execution of the work. Equipment shall be adequate and as approved.

The Contractor shall obtain all necessary measurements from the work and shall check dimensions, levels, and construction and layout and supervise the construction, for correctness of all of which he shall be responsible.

- C. Where work of one trade joins or is on other work, there shall be no discrepancy when same is completed. In engaging work with other materials, marring or damaging same shall not be permitted. Should improper work of any trade be covered by another which results in damage or defects, the whole work affected shall be made good without expense to the County.
- D. The Contractor must anticipate relation of all parts of the work and at the proper time furnish and set anchorage, blocking or bonding as required. Anchorage and blocking necessary for each trade shall be a part of same, except where stated otherwise.
- E. Assistance required by the County in obtaining measurements or information on the work shall be furnished accurately and fully without cost to the County.

5. OWNERSHIP OF DRAWINGS

All plans and specifications shall remain the property of the County and shall be returned to the office of the County Director of General Services or shall be accounted for by the Contractor before the final certificate will be issued.

6. PUBLIC AND COUNTY CONVENIENCE AND SAFETY

The Contractor shall furnish, erect, and maintain such fences, barriers, lights and signs as are necessary to give adequate warning to the public at all times and of any dangerous conditions until final acceptance of the work by the County.

7. ACCIDENT PREVENTION

- A. It shall be the Contractor's responsibility to keep himself fully informed of all existing and future safety regulations, Codes, OSHA requirements, and other laws and regulations governing the work which may in any manner affect anyone in and around the project or engaged or employed in the work, or materials, equipment, etc. used in the work or which in any way affect the conduct of the work.
- B. The Contractor shall appoint a Safety Officer for the project and submit his name to the County.

- C. The Contractor shall supply the County with a Material Safety Data Sheet (MSDS) on each hazardous substance to be used by the Contractor on the project.
- D. The Contractor and his Safety Officer shall be solely responsible for insuring compliance with those Codes, regulations, OSHA requirements, and for discovering and correcting any code violations or unsafe conditions.
- E. Reports of all lost-time accidents shall be promptly submitted to the Owner, giving all pertinent information.

8. RESPONSIBILITY FOR DAMAGE

The County shall not be answerable or accountable in any manner for: (1) any loss or damage that may happen to the work or any part thereof, for any loss or damage to any of the materials or other things used or employed in performing the work; (2) injury to or death of any person or persons, either workers or the public; (3) damage to property from any cause which might have been prevented by the Contractor or his workers or anyone employed by him. The Contractor shall be responsible for any liability imposed by law for injuries to or death of any person including, but not limited to, workers and the public or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The Contractor shall indemnify, save harmless and defend the County of Mendocino, its elected or appointed officers, agents, employees or volunteers connected with the work, from all claims or actions for injuries or death of any person, or damage to property, resulting from the Contractor's performance of the Contract. With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the County of Mendocino, its elected or appointed officers, agents, employees or volunteers.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the County may be retained by the County until disposition has been made of such suits or claims for damages as aforesaid.

9. LAWS TO BE OBSERVED

The Contractor shall keep himself fully informed of all existing and future State, Federal and local laws, codes and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies and tribunals having any jurisdiction or authority over the same and shall be solely responsible for insuring compliance with those laws, codes and regulations.

A partial, though not necessarily complete listing of laws to be observed by the Contractor is as follows:

- A. Federal Americans with Disabilities Act of 1990.
- B. Federal Labor Standards Act.
- C. The Anti Kick-Back regulations found in 29 CFR Part 3.
- D. All contract clauses required by 29 CFR 5.5 (a) and (c), 20 U.S.C. 1232b ; 40 U.S. C. 276a, 276c, 327-332; 29 CFR Parts, (926).

- E. Nondiscrimination clause and Certification of Non-Segregated Facilities prescribed by Executive Order No. 11246, September 24, 1965 as amended by Executive Order 11375.
- F. Executive Order No. 11288 of July 7, 1966 (31 FR 9261) "Prevention, Control and Abatement of Water Pollution".
- G. Executive Order 11988, relating to evaluation of flood hazards.
- H. Compliance with all Federal, State and local requirements for handicapped access, fire safety and seismic resistance.

10. BONDS REQUIRED

The successful bidder shall furnish bonds as required in the document entitled "Instructions to Bidders" which is part of these Contract documents.

11. INSURANCE

The Contractor, at his expense, shall secure and maintain at all times during the entire period of performance under this Contract, insurance as set forth below with insurance companies acceptable to the County of Mendocino.

The Contractor shall provide to the County of Mendocino certificates of insurance with endorsements properly executed by an officer or authorized agent of the issuing insurance company evidencing coverage and provisions as stated below:

A. INSURED

Name the County of Mendocino, its elected or appointed officials, employees, agents and volunteers as additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) Premises owned, leased or used by the Named Insured, or (d) Ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the County of Mendocino, its elected or appointed officials, employees, agents and volunteers.

B. SEVERABILITY OF INTEREST

Provide that the inclusion of more than one named insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

C. CONTRIBUTION NOT REQUIRED

Provide that as respects: (a) work performed by the Named Insured on behalf of the County of Mendocino; or (b) products sold by the Named Insured to the County of Mendocino; or (c) premises leased by the Named Insured from the County of Mendocino; or (d) ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, the insurance afforded by this policy shall be primary

insurance as respects the County of Mendocino, its elected or appointed officials, employees, agents and volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the County of Mendocino, its elected or appointed officials, employees, agents and volunteers shall be excess of this insurance and shall not contribute with it.

D. COVERAGE BELOW MINIMUM REQUIRED NOTICE

Provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of the County of Mendocino without notice to the County of Mendocino by certified mail return receipt requested. Such notice shall be addressed to: County of Mendocino, 501 Low Gap Road, Ukiah, Calif. 95482, Attn: Risk Management.

E. CANCELLATION NOTICE

Provide that the insurance afforded by this policy shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) day's prior written notice, delivered in person or by First Class U.S. Mail, has been given to the County of Mendocino. Such notice shall be addressed to: County of Mendocino, 501 Low Gap Road, Ukiah, Calif. 95482, Attn: Risk Management.

Contractor shall furnish to the County of Mendocino certificate(s) of insurance evidencing Workers Compensation Insurance coverage to cover its employees. The Contractor shall require all subcontractors similarly to provide Workers Compensation Insurance as required by the Labor Code of the State of California for all of the Contractor's and subcontractors' employees.

The Contractor shall not commence work, nor shall he allow his employees or subcontractors or anyone to commence work until all insurance required and provisions contained herein have been submitted to and accepted by the County of Mendocino. Failure to submit proof of insurance as required herein may result in awarding said Contract to another bidder. Failure to comply with the insurance requirements set forth herein shall constitute a material breach of contract and, at County of Mendocino's option, shall subject this Contract to termination.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County of Mendocino from taking such other action as is available to it under any other provisions of this Contract or otherwise in law.

SCOPE OF LIABILITY COVERAGES

Contractor shall furnish to the County of Mendocino certificates of insurance evidencing at the minimum the following:

1. Public Liability-Bodily Injury (not auto) \$500,000 each person; \$1,000,000 each accident,

and

Public Liability-Property Damage (not auto) \$500,000 each occurrence; \$1,000,000 aggregate.

---or---

Combined Single Limit Bodily Injury Liability and Property Damage Liability (not auto) \$1,000,000 each occurrence.

2. Vehicle-Bodily Injury \$500,000 each person, \$1,000,000 each occurrence,

and

Vehicle-Property Damage \$1,000,000 each occurrence.

---or---

Combined Single Limit Vehicle Bodily Injury and Property Damage Liability \$1,000,000 each occurrence.

12. WORKERS COMPENSATION CERTIFICATION

Contractor certifies as follows:

"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". (Labor Code Section 1861)

13. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the formal acceptance of the work by the County, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof or to materials or thing employed in doing the work or stored on the site by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, replace, and make good all injuries or damages to any portion of the work occasioned by any of the above caused before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor's responsibility also extends to adjoining property as related to the construction operation.

14. RESPONSIBILITY OF COUNTY

The County shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these Specifications.

15. COOPERATION BETWEEN CONTRACTORS

Where two or more contractors are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each

contractor shall be responsible to the other for all damage to work, to person or property, or for loss caused by failure to furnish the work within the time specified for completion.

Should the Contractor, through acts of neglect on the part of any Contractor, suffer loss or damage to the Work, the Contractor agrees to settle with such other Contractor by agreement. If such other Contractor should file claim against the County on account of alleged damages to be sustained, the County shall notify the Contractor who shall, at his expense, indemnify and save harmless the County against any such claim.

16. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control. Should the Contractor subcontract any part of his Contract, the Contractor shall be fully responsible to the County for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself.

No subcontractor will be recognized as such, and all persons engaged in the work on construction shall be considered as employees of the Contractor.

17. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and file all notices necessary and incidental to the due and lawful prosecution of the work.

18. PATENTS

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.

19. LIENS

Liens shall be enforced as provided by California State Law pertaining to Public Works.

20. CHANGES IN THE WORK

A. The County may order changes in the work, in which event the Contract sum shall be adjusted by one or more, or a combination of, the following methods:

1. Unit bid prices previously approved or as may be agreed upon.
2. An agreed lump sum substantiated by Contractor, itemizing labor, material, equipment, overhead, profit, bond, etc.
3. By ordering Contractor to proceed with work and keep correct account with vouchers the actual cost of:
 - a. Labor, including foreman;
 - b. Materials entering permanently into the work;

- c. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - d. Power and consumable supplies for the operation of power equipment;
 - e. Insurance;
 - f. Social Security and old age and employment contribution.
- B. To the cost under (2) and (3), there may be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) for the estimated cost of the work. The fee shall be compensation to cover the cost of administrative overhead, and profit.
- C. On changes which involve a credit to the County, no allowances for overhead need be figured.
- D. All such change orders and adjustments shall be in writing.
- E. Claims by Contractor for extra cost shall be made in writing before executing the work involved. Costs for changes to the work claimed by the Contractor shall be adjusted according to Section A above.
- E. All change orders shall be reviewed and approved by the County.

21. COUNTY'S RIGHT TO TERMINATE CONTRACT

If the Contractor should refuse or neglect to properly perform or prosecute the work or if he should substantially violate any provision of the Contract, then the County may, without prejudice to any other right or remedy upon seven (7) days written notice to the Contractor, terminate the services of the Contractor and take possession of the premises, and all materials, tools, and equipment thereon and complete the work. The expense thereof shall be deducted from the balance otherwise due the Contractor. If such expense should exceed such unpaid balance, then the Contractor shall pay the difference to the County.

22. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty (30) days by the Contractor because no certificate for payment has issued as provided in Paragraph 25 or because the County has not made payment thereon as provided in Paragraph 25, then the Contractor may, upon seven (7) additional days' written notice to the County, terminate the Contract and recover from the County payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

23. TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. In case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the County, and it is impracticable to determine the actual damage which the County will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the County the sum of money per calendar day for each day's delay beyond the time prescribed as required in the document entitled "Instructions to Bidders", which is a part of these Contract Documents. The Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.
- B. In case the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, the County shall have the right to extend the time for completion or not, as may best serve the interest of the County. If the County decides to extend the time limit for the completion of the Contract, the County shall further have the right to charge the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of County, including inspections, superintendence, and other overhead expenses directly chargeable to the Contract, and which accrue during the period of such extension. The cost of final inspections shall not be included in such charges.
- C. The Contractor shall not be assessed with liquidated damages nor the cost of County's services and inspection during any delay in the completion of the work caused by acts of God or the public enemy, acts of the County, fire, flood, earthquake, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided the Contractor furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same) and unusually severe weather or delays of subcontractors due to such causes, provided the Contractor shall within ten (10) days from the beginning of such delay notify the County in writing of the delay. County's findings of fact thereon shall be final and conclusive.
- D. The County agrees that changes in work ordered pursuant to Paragraph 20 and extensions of completion time made necessary by reasons thereof, shall in no way release any guarantee given by the Contractor or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on bonds executed pursuant to these specifications. Sureties shall be deemed to have expressly agreed to any change in the work and to any extension of time made by reason thereof.

24. ACCEPTANCE

- A. The Contract will be accepted as completed only when the whole and entire Contract shall have been completed satisfactorily to the County. In judging the work, no allowance for deviations from the original plans and specifications will be made unless already approved in writing at proper times and in a manner as called for herein.
- B. Should it become necessary to occupy a portion of the work before the Contract is fully completed, such occupancy shall not constitute acceptance.

25. PARTIAL PAYMENTS

On the twenty-fifth (25th) day of each month, the Contractor shall submit to the County an application for payment, using the forms supplied in Section 00505, showing an itemized statement

for work that has been performed. The County within thirty (30) days of receipt of application, shall issue to the Contractor a certificate for ninety percent (90%) of the amount the County finds due for work that has been performed.

Contractor shall submit certified copy of payroll showing payment of Davis-Bacon Act wages with each request for payment submitted.

26. FINAL PAYMENT

Upon completion of the Contract, the County will cause to be made a final estimate of the amount of work done, and the value of such work. After approval by the County representative, the County shall pay the remainder due on the contract (with the exception of retainage) after deducting there from, all previous payments. All amounts retained (retainage) under the provisions of the Contract shall be due and payable 30 days from the date of acceptance in writing of the completion of Contract and / or Notice of Completion issued by the County representative. All prior partial estimates and payments shall be subject to correction in the final estimate and payments. Payment and the final estimate is due within thirty-five (35) days from the recorded date of the Notice of Completion, provided all as-built drawings, equipment manuals, instructions to the owner and guarantees have been received and accepted by the County.

27. PAYMENT WITHHELD

The County may withhold or, on account of subsequently discovered evidence, may nullify the whole or part of any certificates to such extent as may be necessary to protect the County from (1) defective work not remedied, (2) asserted claims against Contractor, (3) failure of the Contractor to make payments properly to employees or for material or labor, (4) any reasonable doubt that the Contract work can be completed for the balance then unpaid, or (5) damage to another contractor.

28. FAULTY WORK AND MATERIALS

The Contractor shall promptly remove from the premises all materials condemned by the County as failing to conform to the Contract, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the County. The Contractor shall bear the expense of making good all work of other contractors destroyed or damaged by such removal.

If the Contractor does not remove such condemned work and materials within reasonable time, fixed by written notice, the County may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days thereafter, the County may upon ten (10) days written notice, sell such materials at auction or at private sales and shall account for the net proceeds thereof after deducting all costs and expenses that should have been borne by the Contractor.

29. TEMPORARY SUSPENSION OF WORK

The County shall have the authority to suspend the work wholly or in part, for such period as it may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable progression of the work, or for such time as it may deem necessary due to the failure of the Contractor to carry out orders given by County, or to perform any provision of the Contract. The Contractor shall immediately obey such order of the County and shall not resume work until ordered in writing by the County.

30. SAMPLES

When requested, the Contractor shall submit for the County's review samples of the various materials, together with the finish thereof, as specified for and intended for use in the work. Samples of bulk materials shall be selected by the lab. All materials and workmanship shall in all respects be equal to the samples so submitted and reviewed. Samples shall be sent or delivered to the County, samples and delivery charges paid by Contractor. Samples will be returned to the Contractor if requested, shipping or delivery charges collect.

31. CLEANING AND REMOVAL OF DEBRIS

The Contractor shall, as directed by the County during the progress of the work, remove and properly dispose of dirt and debris and shall keep the premises reasonably clean. Upon completion of the work, the Contractor shall remove all of his equipment and unused materials provided for the work, and shall put the building and appurtenances in a neat and clean condition and shall do all cleaning and washing required by the specifications.

32. OBSTRUCTIONS

The Contractor may be required to work around public utility facilities and other improvements which are to remain in place within the construction area. The Contractor shall be held liable to the owners of such facilities and improvements for any damage or interference with service resulting from the Contractor's operation.

The exact location of underground facilities and improvements within the construction area, whether shown on the drawings or not, shall be ascertained by the Contractor before using equipment that may damage such facilities or interfere with their service.

33. SUPERINTENDENT IN CHARGE

The Contractor shall keep on the work at all times and until the acceptance certificate is issued a competent superintendent or foreman for the purpose of receiving and executing without delay any orders from County in keeping with the terms of the Contract. This foreman shall have charge of the plans and specifications kept on the job. He shall be instructed to familiarize himself closely with all provisions of the plans and specifications and to follow the same accurately.

34. STORAGE OF MATERIALS AND EQUIPMENT

Materials and equipment shall not be stockpiled or placed outside of the site property lines unless written permission is obtained by the appropriate owner or political subdivision having jurisdiction over the adjacent property, roads, streets, etc.

35. GENERAL GUARANTY

Neither the final payment nor any partial payment, nor partial or entire use of the premises by occupancy by the County shall constitute an acceptance of the work not completed in accordance with the Contract. Final Payment or partial payment or partial or entire use of the premises by occupancy shall not relieve the Contractor of liability with respect to any warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defect in the

work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period is specified elsewhere in these specifications. The County shall notify the Contractor of observed defects with reasonable promptness.

36. MATERIALS AND SUBSTITUTIONS

- A. Specific reference to materials, appliances, fixtures and equipment by trade name is intended to be used as standard, but this implies no right on the part of the Contractor to use other materials, fixtures, appliances, equipment, until review by the County.
- B. The County alone shall determine what will be considered as equal, but the burden of proof as to quality, utility and function, etc. shall be upon the Contractor.

If the Contractor desires to substitute any item, he shall in writing state the cost of such item and the original item named in the specifications if requested and shall submit a substitution warranty in the format shown in the specifications.

- C. As soon as practicable and within twenty (20) days after official award of Contract and before any fixtures, materials or equipment are purchased, the Contractor shall submit to the County a complete list of materials, fixtures and equipment in triplicate, giving the manufacturers' names, catalog numbers, etc., and, when requested, the original and substitute item of each article which he proposes to install as a substitution.
- D. Requests for substitution will not be considered after the above period of time unless the item specified is not obtainable or, in the opinion of the County, such substitution would serve the County's interest.

37. CONSTRUCTION, MATERIAL AND LABOR COST SCHEDULES

- A. The successful Contractor shall submit the following schedules to the County within ten (10) days after commencing the work:
 - 1. A construction schedule indicating the start and finish of each phase of the work.
 - 2. A detailed statement of the cost of material and labor included in the original estimate for each phase of the work so arranged that the value of the work as it progresses may be readily determined.

38. CONFERENCES

At any time during the progress of the work, the County may request the Contractor to attend a conference of any or all of the Contractors engaged on the work, and any notice of such conference shall be duly observed and complied with by the Contractor.

39. INSPECTION AND PAYMENTS - NOT ACCEPTABLE

The fact that the work and materials have been inspected by the County of Mendocino and payments on account have been made does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one (1)

year from the date of the completion of the work by the Contractor and its acceptance by the County. [Five (5) years for roof.]

40. RETURN OF DRAWINGS AND SPECIFICATIONS

All plans and specifications shall be returned to the Office of the County Director of General Services or shall be accounted for by the Contractor before the final certificate will be issued.

41. ARRANGEMENT OF SPECIFICATION SECTION

- A. For convenience, these specifications are arranged in several sections, but such separation shall not be considered as limiting any work required to a particular trade. The Contractor shall in cooperation with other contractors establish responsibility for any work required by the plans and specifications which may be improperly arranged or not included in the appropriate section.
- B. In areas where one trade meets another for joining, the Contractor is responsible to be certain that all work shown is included in his bid.

42. QUALITY OF MATERIALS AND LABOR

All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All labor used on this Contract shall be competent and skilled for the work. All work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner.

All material and labor not meeting these standards shall be removed. The County may refuse to issue any certificate of payment until all defective materials or work have been removed, and other material of proper quality substituted therefor.

43. INCOMPETENT WORKERS

If at any time any foreman or worker who shall be employed by the Contractor shall be declared by the County to be incompetent or unfaithful in executing the work, the Contractor, on receiving written notice, shall forthwith initiate appropriate action to dismiss such person from the work.

44. COUNTY TO DECIDE

All matters of color, texture, design, interpretation of plans and specifications shall be referred by the Contractor to County, whose decision thereon shall be final.

45. CODES

All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal; the Safety Orders of the Division of Industrial Safety; the California Electric Code; the California Building Code; California Mechanical Code; the California Fire and Plumbing Codes; OSHA and other applicable State and local codes and laws. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes.

46. PAYMENT OF FEDERAL, STATE OR LOCAL TAXES

Any Federal, State or Local tax payable on articles furnished by the Contractor under the Contract shall be included in the Contract price and paid by the Contractor.

47. LIMITATIONS OF HOURS OF WORK

Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty \$25.00 for each worker employed in the execution of the Contract by the Contractor for each calendar day which such worker is required or permitted to work more than eight (8) hours in one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the California Labor Code, and in particular Sections 1810 and 1816. Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 & 1/2) times the basic rate of pay, as provided in Section 1815.]

48. PAYMENT OF NOT LESS THAN THE GENERAL PREVAILING RATE OF PER DIEM WAGES

- A. The Contractor shall pay his workers on all work included in this Contract not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality. Such per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the State Director of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of worker needed to execute this Contract.
- B. The Contractor shall comply with Labor Code Section 1775. In accordance with Section 1775, the Contractor shall forfeit as a penalty twenty-five dollars (\$25.00) for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the Contract in violation of the provisions of the Labor Code in particular Labor Code Sections 1770 and 1780. In addition to said penalty, and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

49. LABOR CODE CLARIFICATION

It is to be understood that references to the California Labor Code shall mean the current Code or as may be amended during the period of the Contract.

50. NOTIFICATION OF READINESS FOR REQUIRED TESTS AND INSPECTIONS

The Contractor shall be responsible to notify all inspectors, testing agencies, and County representatives a minimum of seventy-two (72) hours before required tests and/or inspections.

51. RESPONSIBILITY FOR PROJECT SAFETY AND CONSTRUCTION TECHNIQUES

Specifically omitted from the services of the County are all design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work.

52. RECORD DRAWINGS

- *****

Contractor _____ Date _____

_**

- ### 53. OCCUPANCY OR USE BEFORE ACCEPTANCE OF COMPLETION

54. COMPLIANCE WITH HANDICAPPED ACCESS LAWS

- A. It is the County's intent for all features on these plans and specifications to conform to applicable regulations for the accommodations of physically handicapped persons in buildings and facilities used by the public, whether or not said plans and specifications so conform.
- B. It shall be the responsibility of the manufacturers, suppliers and distributors to insure that all manufactured and fabricated products, devices and items they supply for this project conform to applicable regulations of Title 24 of the California Code of Regulations.
- C. When shop drawings and/or manufacturers product literature, and other matters subject to handicapped regulations are submitted to County, the following shall be provided:
 - 1. Statement that the item shown complies with the handicapped regulations of Title 24 of the California Code of Regulations.
 - 2. Show all required dimensions, heights, clearances, and locations that must be followed when items are installed on project.

55. CONTRACT AMBIGUITY

This Contract shall be deemed to have been prepared jointly by the parties signing the Contract and if any inconsistencies or ambiguities exist, they shall not be interpreted or construed against any of the parties as the drafter.

56. FAIR EMPLOYMENT PRACTICES/NONDISCRIMINATION

The Contractor shall comply with Federal and State Fair Employment Practices provisions.

The Contractor, in connection with performance of work under this agreement, agrees to comply with the rules and regulations which deal with or relate to nondiscrimination set forth as follows:

- A. During the performance of this Contract, the Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, sections 12900 *et seq.*), the regulations promulgated thereunder (2 Cal. Code of Regulations sections 7285.0 *et seq.*), and Government Code Sections 11135 - 11139.5).
- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to view such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

- D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the above nondiscrimination and compliance provisions in above subparagraphs 1 and 2 in all subcontracts to perform work under the Contract.

END OF SECTION

SECTION 00811- UNFORESEEN PHYSICAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

This Section includes special requirements for unforeseen hidden conditions, differing site conditions and underground facilities as required for California Public Works Contracts.

1.2 UNFORESEEN SITE CONDITIONS

- A. Pursuant to Section 7104 of the California Public Contract Code, if any of the following conditions, hereinafter called hidden conditions, are encountered at the site, then Contractor shall promptly, before such conditions are disturbed and in no event later than three (3) days after discovery, notify County in writing using the "Hidden Conditions Report" attached to this Document:
 - 1. Material that Contractor believes may be hazardous waste material, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or a Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site or in the building differing materially from those represented in the Contract Documents.
 - 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents or conditions that could be observed by examination of the site and the Reference Documents.
- B. Conditions that are not unforeseen, hidden, unknown or differing site and building conditions include but are not limited to, the following.
 - 1. All that is indicated in or reasonably interpreted from the Contract Documents.
 - 2. All that is indicated in or reasonably interpreted from the Reference Documents specified in Section 01010, "Summary of Work".
 - 3. All that could be seen on site and that could be observed.
 - 4. Conditions that are materially similar or characteristically the same.
 - 5. Conditions where the location of the building component is in the proximity where indicated in or reasonably interpreted from the Contract Documents or Reference Documents.
- C. County will promptly investigate the conditions reported which appear to be unforeseen conditions.
 - 1. If County determines that the reported conditions are inherent in work of the character provided for in the Contract Documents or observed by examination of the site and Reference Documents, or that the condition is not hidden, unforeseen or materially different, Contractor shall execute the Work at no additional cost to County.

2. If County determines that the conditions are hidden or differing conditions and that they will materially cause a decrease or increase in Contractor's cost of any portion of the work, a Contract Modification will be issued for compensation of such portion of the work as provided in the General Conditions.
 3. If County determines that the conditions are hidden or differing conditions and that they will materially affect the performance time, Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of the General Conditions.
 - a. Time extensions or contract costs will not be granted for delays that could be or could have been avoided by Contractor redirecting his forces and equipment to perform other work on the Contract.
- D. Should Contractor disagree with County's determination, Contractor shall submit a Request for Change (RFC) to County that the condition is not indicated in or reasonably interpreted from the Contract Documents, and that the condition is not similar in character to the material that could have been observed by examination of the site and Reference Drawings, but that the condition is materially different and the condition is unforeseen and unknown.
1. Contractor shall submit proof with written explanation, drawings, photographs, material and labor cost breakdowns, and other relevant data to show the condition.
 2. County will review Contractor's submission and make a determination. Contractor shall not file for claim or RFC before County makes the determination.
 3. In the event of continued disagreement, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract.
 4. Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of RFC and protests between the contracting parties.

1.3 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

- A. In accordance with the provisions of Section 4215 of the California Government Code, County will assume the responsibility for the removal, relocation, or protection of existing main or trunk-line utilities located on the site of the Contract work, if such utilities are not identified in the Contract Documents.
- B. Contractor shall immediately notify County and the public utility in writing of such utility facilities it discovers while performing the work which are not identified in the Contract Documents.
1. Contractor shall negotiate with the owner of the utility, who shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price.
- C. Contractor shall not be assessed liquidated damages for delay in Substantial Completion if the delay was caused by such existing utilities in direct conflict with the work and not shown on the Drawings.
- D. Contractor will be compensated under the provisions of Article 7 for extra work involving existing utilities not shown on the Drawings or included in the Specifications but in direct physical conflict with Contractor's operations.

1. This extra work shall include the following costs:
 - a. Locating, supporting, working around, and protecting or repairing damage not due to the failure of Contractor to exercise reasonable care.
 - b. Removing and relocating, as directed by County, existing main or trunk line utility facilities located on site but not indicated on the Drawings and Specifications with reasonable accuracy.
 - c. Equipment on the project necessarily idled during such work.
- E. Contractor shall not be entitled to any adjustment in the Contract Sum or Time if the existence of such condition:
 1. Could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Contract Documents to be conducted by or for Contractor prior to commencing such work, or
 2. Could have been inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the work site.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

Willits Veterans Hall Accessible Ramps Project

HCR No. _____

Ctrl to PM PM to Arch Arch to PM PM to Ctrl

Date Received: _____

☐ Site Work ☐ Structural ☐ Architectural ☐ HVAC
☐ Plumbing ☐ Fire Protection ☐ Electrical ☐ Other

Conditions Reported: _____

Investigated By: _____ Firm: _____ Date: _____

Reply of Findings: _____

By: _____ Firm: _____ Date: _____

00811-4

SECTION 00851
DRAWING INDEX

ARCHITECTURAL

A001	COVER SHEET
A101	DEMOLITION SITE PLAN
A102	SITE PLAN - NEW
A201	EXTERIOR STORAGE SHED DETAILS
A301	INTERIOR RAMP

CIVIL

G-1	CIVIL COVER
G-2	STANDARD ABBREVIATIONS AND LEGENDS
G-3	PROJECT SPECIFICATIONS
C-1	ADA RAMPS AND PARKING
C-2	ADA DETAILS

ELECTRICAL

E101	ELECTRICAL PLANS
E102	PHOTOMETRIC PLAN

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. The General Conditions and Division 1 - General Requirements apply to the Work of all Sections.
- B. Contractor is hereby specifically directed to notify and apprise all subcontractors and other parties engaged in the Work as to the Contents of the General Conditions and Division 1 - General Requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work shall be performed at a Project site located at the Willits Veterans Hall, 189 N. Main Street, Willits, County of Mendocino.
- B. The Work of this Contract comprises construction of Interior and Exterior Accessible Ramps and related work as per attached plans and per the Scope of Work below:

Scope of Work:

1. Work shall include but is not limited to, New concrete ramp and handrails to the lower basement entrance to the Veterans Hall, lower entry improvements, an interior ramp and handrails for stage in the main hall and all appurtenant work required under the Contract Documents.
2. Additional requirements of all parties to the Contract are included in the Contract Forms and Conditions of the Contract part of the Project Manual including certifications and other requirements for the Community Development Block Grant funding for this project.
3. If certain features or systems are not fully shown or called for in the Contract Documents, their construction shall be of the same character and quality as for similar conditions that are shown, called for, or reasonably inferred.
4. Contractor shall provide all labor, equipment, and materials that are required to provide a complete properly operating and safe site. The extent of the work as indicated on the Drawings and as described in the Specifications shall include all that may be reasonably inferred to be required for proper execution or installation of work and for complete systems.
5. Should the General Conditions or Contract Documents contradict themselves, Contractor shall provide the more stringent or higher quality or quantity unless otherwise accepted by County.
6. The Drawings shall be recognized as diagrammatic in nature and not completely descriptive of all requirements for construction. Whatever work may be specified, and not drawn, or drawn and not specified, is to be executed as fully as if described in both these ways; and should any workmanship or material be necessary which is not either directly or indirectly noted in these specifications, or shown on the Drawings, but is nevertheless necessary for the purpose of properly carrying out the obvious intention thereof, Contractor is to understand the same to be implied, and is

to provide for the same in its bid, as fully as if it were particularly described or delineated.

1.3 TYPE OF CONTRACT

- A. Contractor shall construct the Work under a single fixed-price Contract incorporating segregated lump sum prices for various optional portions of the Work.
 - 1. Where the term "Contractor" is used in the Specification, the General Contractor is referred to.
 - 2. Where the terms "Plumbing Contractor," "Electrical Contractor," etc., are used, it has been for convenience only and in no way affects the overall responsibility of the General Contractor.

1.4 PRECEDENCE OF DOCUMENTS

- A. In the case of discrepancy or ambiguity in the Contract Documents the following order of precedence shall prevail:
 - 1. Modifications in inverse chronological order and in alphanumeric order.
 - 2. Signed Agreement and terms and conditions referenced in the Signed Agreement.
 - 3. Supplemental Conditions.
 - 4. General Conditions.
 - 5. Division 1 specifications.
 - 6. Drawings and Division 2 through 16 specifications.
 - 7. Written numbers and figures, unless obviously incorrect.
 - 8. Figured dimensions over scaled dimensions.
 - 9. Large format drawings over small-scale drawings.
- B. Any conflict between the Drawings and Division 2 through 16 specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are not the same or are not determinable, then in favor of the specifications.
- C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete the Work required, then the actual quantity shall take precedence.

1.5 USE OF PREMISES

- A. General: Comply with requirements in General Conditions.
- B. Area available for Contractor's use for work and storage, if any, is limited to the area designated on the Drawings.
- C. Fire Department Access: Contractor's use of premises shall not limit required Fire Department access.

1.6 EXAMINATION

- A. General: As stipulated in Document 00100, Contractor is responsible for inspection of the existing site conditions prior to bidding and shall include in the Contract any modifications of the Contract Documents proposed as a result of Contractor's inspection. Such modifications shall be included in the bid.
- B. Persons performing work shall examine conditions that affect their work and shall report in writing to Contractor, with a copy to County, conditions detrimental to work.
 - 1. Failure to examine and report makes the person responsible, at no increase in the Contract Sum, for corrections necessary for the proper installation of their work.
 - 2. Commencement of Work constitutes acceptance of existing condition.
- C. Field Verification: Contractor shall verify all existing conditions in the field prior to commencing the Work.

1.7 PERMITS FOR WORK

The work shall be performed under a Mendocino County Building Permit. It is the contractor's responsibility to secure the final permit from the Planning and Building Department, including payment of outstanding fees, schedule all required inspections including the final inspection and return the finalized permit to the County.

1.8 USE AND OCCUPANCY BY COUNTY PRIOR TO COMPLETION

County and approved users may occupy portions of the building during construction under the conditions stipulated in the General Conditions and the following:

- A. Contractor will not be held responsible for any damage to the occupied portion of the site directly resulting from County's occupancy.
- B. Access by County shall not be deemed to constitute a waiver of existing claims on behalf of County or Contractor against each other.
- C. Contractor shall ensure that utility service to the building and other operational systems are not interrupted except under advance arrangements.
- D. Interior work shall be scheduled with the County to minimize the disruption to scheduled activities in the building. Active work areas shall be secured from public access.

1.9 LISTING OF RELATED WORK

Listings of related work or sections in the various Sections are not necessarily complete listings. They are provided for information and convenience only and are intended to highlight related or similar work which is specified in other Sections. Related work listings and omissions from such listings are not intended to control Contractor in dividing the work among subcontractors or in establishing the extent of the work to be performed by any trade.

1.10 REQUEST FOR INFORMATION (RFI)

- A. Requirement: It is Contractor's responsibility to review Contract Documents in advance of the work to be executed, and to request information so that County will have sufficient time to

respond to Requests for Information prior to the start of actual construction of that part of the Work to which the RFI relates. Contractor shall be responsible for all delays, disruptions and other related impacts as a result of untimely RFI's submitted to County.

- B. Contractor shall coordinate all requests for information to prevent duplication. Requests for information that are duplicative, uncoordinated with each other, or do not allow for a reasonable time for response will be returned to Contractor.
 - 1. Contractor shall promptly notify County in writing of any discrepancies, and shall not proceed with the Work until such discrepancies have been resolved.
 - 2. Failure to notify County shall not relieve Contractor of its responsibility for resulting damage and/or defect, and for the cost of any corrective work that may be required due to Contractor's failure to notify.
- C. Contractor shall prioritize RFI's and request a response based on its most current and accepted CPM schedule.
- D. Contractor shall submit RFI's on a form acceptable to the County.
- E. Uses:
 - 1. The RFI form shall be used for interpretation or clarification of the Contract Documents only.
 - 2. Contractor shall not use the RFI form for the following; County will not reply and will reject the RFI:
 - a. Product or material substitution.
 - b. Questions relating to construction means, methods, techniques, sequences, procedures or safety precautions. (These are Contractor's responsibilities exclusively.)
 - c. Questions relating to construction schedule, coordination between trades, or division of work among subcontractors. (These are also Contractor's responsibilities exclusively.)
 - d. Questions on contract administration procedural matters, unless they require interpretation or clarification of the Contract Documents.
 - e. Dimensions or quantities which are shown on the Contract Documents, or which can be measured from the building, or calculated from the information contained in the Contract Documents.
- F. Reply:
 - 1. County will endeavor to reply to all RFI's promptly as work schedule of the consultants allows; generally no later than fifteen (15) days from the day received.
 - 2. When an RFI involves a complex subject, extensive research or development, or substantial input from other governmental agency, County will inform Contractor and request additional time to prepare the reply. Contractor shall cooperate and agree to a reasonable time extension.
 - 3. The reply shall be a clarification or an interpretation of the Contract Documents; the reply is not an authorization of change in the Contract Sum or Time.
 - 4. Such written interpretation or clarification will be binding on Contractor and County. If County or Contractor believes that a written interpretation or clarification justifies

an adjustment in the Contract Sum or Time, then County or Contractor may make a written request for change therefor as provided in the General Conditions, Article 20.

PART 2 – PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes: General requirements for Contract Closeout.
- B. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these Specifications. Contractor and Subcontractor shall be responsible for identifying and including all related work in other Sections of these Specifications and/or drawings necessary for a complete installation of the work described in this Section. These related Sections include but are not limited to the following:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
 - 2. Section 01500 – Construction Facilities and Temporary Controls
 - 3. Division 16 – Electrical.

1.2 PREPARATION FOR FINAL INSPECTION

- A. Perform final cleaning as specified in Section 01500. Remove protective coverings and similar items.
- B. Deliver guarantees/warranties, operating and maintenance instructions, and other items specified, and deliver them to County before Final Inspection.
- C. Deliver As-Built Record Documents to County.

1.3 RESTORATION OR REPLACEMENT OF DAMAGED WORK

- A. At no additional expense to County, restore or replace, as specified or determined by County, material and finishes damaged due to the performance of the Work.
- B. Restoration or replacement shall be equal in quality to and shall match the appearance of the existing Work.

1.4 REMEDIAL WORK

- A. At no additional expense to County, perform remedial Work necessitated by faulty materials or workmanship.

1.5 GUARANTEES/WARRANTIES

- A. General: Manufacturers' guarantees/warranties notwithstanding, guarantee/warranty the entire Work against defects in materials and workmanship for twelve (12) months from the date of Project Completion, except as otherwise specified in individual Specification Sections.

1. Comply with guarantee/warranty and bond Work, as applicable, as specified in the individual Specification Sections.
 2. Submit executed guarantees/warranties and bonds, as applicable, to County for review. Deliver them to County prior to final inspection.
- B. Related Damages and Losses: Remove and replace work which is damaged as result of failure, or which must be removed and replaced to provide access for correction of warranted work.
- C. Warranty Reinstatement: After correction of warranted work, reinstate warranty for corrected work to date of original warranty expiration, but not less than half original warranty period.
- D. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

1.6 RELEASE OF LIENS OR CLAIMS

- A. Before County pays Contractor its final payment for the work, Contractor shall sign and deliver to County a release of liens or claims sworn to under oath and duly notarized. The release shall state that Contractor has satisfied all claims and indebtedness of every nature in any way connected with the work, including, but not limited to the foregoing, all payrolls, amounts due to the subcontractors, accounts for labor performed and materials furnished, incidental services, liens, and judgements
- B. If any liens or claims remain unsatisfied after all payments to Contractor are made, Contractor shall refund to County all monies that the latter may be compelled to pay in discharging such a lien or claim, including all costs and a reasonable attorney's fee.

PART 2 – PRODUCTS
NOT USED

PART 3 – EXECUTION
NOT USED

END OF SECTION

GUARANTEE/WARRANTY FORM

for
WILLITS VETERANS HALL ACCESSIBLE RAMPS

GUARANTEE/WARRANTY FOR _____.

We hereby guarantee/warrant that the _____
which we have provided in the _____
has been completed in accordance with the requirements of Specification Section _____
and the other Contract Documents.

We agree to repair or replace any or all of our Work, together with any other adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of twelve (12) months from the date of acceptance of the above-named Project by County; and we also agree to repair any and all damages resulting from such defects, all without any expense to County, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within fifteen (15) days after being notified in writing by County, we collectively or separately do hereby authorize County to proceed to have such defective Work repaired or replaced and made good at our expense, and we will honor and pay the costs and charges therefor upon demand.

Signed _____ Date _____

(Include Subcontractor's name, address, and license number)

Countersigned _____ Date _____

(Include Contractor's name, address, and license number, or manufacturer's name and address)

or

Signed _____ Date _____

(Include Contractor's name, address, and license number)

SECTION 06100 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Framing with dimension lumber
 - 2. Plywood wall & roof panels
 - 3. Wood blocking and nailers

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal or greater size but less than 5 inches nominal size in least dimension.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
 - 1. Power-driven fasteners.
 - 2. Post-installed anchors.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness unless otherwise indicated.

2.2 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Furring.
 - 5. Grounds.
- B. Dimension Lumber Items: Construction or No. 2 grade lumber of any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Spruce-pine-fir; NLGA.
 - 3. Hem-fir; WCLIB or WWPA.
 - 4. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 - 5. Western woods; WCLIB or WWPA.
 - 6. Northern species; NLGA.
 - 7. Eastern softwoods; NeLMA.

2.3 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Screws for Fastening to Metal Framing: ASTM C 954, length as recommended by screw manufacturer for material being fastened.

- D. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.4 METAL FRAMING ANCHORS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - 1. KC Metals Products, Inc.
 - 2. Phoenix Metal Products, Inc.
 - 3. Simpson Strong-Tie Co., Inc.
 - 4. USP Structural Connectors.
- B. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
 - 1. Use for interior locations unless otherwise indicated.
- C. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
 - 1. Use for wood-preserved-treated lumber and where indicated.

2.5 MISCELLANEOUS MATERIALS

- A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, butyl rubber or rubberized-asphalt compound, bonded to a high-density polyethylene film, aluminum foil, or spun-bonded polyolefin to produce an overall thickness of not less than 0.025 inch.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.

- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
- G. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
 - 1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
 - 2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal thickness.
 - 3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.
 - 4. Fire block concealed spaces behind combustible cornices and exterior trim at not more than 20 feet o.c.
- H. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- I. Comply with AWP A M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- J. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 - 3. ICC-ES evaluation report for fastener.
- K. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 WOOD FURRING INSTALLATION

- A. Install level and plumb with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.
- B. Furring to Receive Plywood or Hardboard Paneling: Install 1-by-3-inch nominal- size furring horizontally and vertically at 24 inches o.c.

3.4 PROTECTION

- A. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061053

SECTION 07311 - ASPHALT SHINGLES

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This Section describes the requirements for installing asphalt roofing shingles as required by the work of this Contract.
- B. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these Specifications. Contractor and Subcontractor shall be responsible for identifying and including all related work in other Sections of these Specifications and/or Drawings necessary for a complete installation of the Work described in this Section. These related Sections include but are not limited to the following:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
 - 2. Repair/replace to match existing shingles where damaged or removed.

1.2 QUALITY ASSURANCE

- A. Installer: Minimum three years' experience installing roofing shingles.
- B. Shingles shall be classified by UL as Class A and meet UL standards for wind resistance, and shall be labeled to show conformance.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in sealed packages with manufacturer's labels intact and legible.
- B. Store materials in accordance with manufacturer's directions and under cover to prevent damage and contamination.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Weather Conditions: Proceed with shingle work only when weather conditions are in compliance with manufacturer's recommendations.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Asphalt composition shingles: Certaineed Landmark Pro architectural laminated shingles or equal. Match existing shingles where applicable.
- B. Asphalt-Saturated Roofing Felt: No. 15 unperforated organic felt, ASTM D226, Type I, 36" wide.

- C. Asphalt Plastic Cement: Fibrated asphalt cement, ASTM D2822, for trowel application.
- D. Eave and Rake Trim: Provide 24 gauge Galvanized Eave and Rake trim at all roof edges.
- E. Nails: Aluminum or hot-dip galvanized 11- or 12-gauge, sharp pointed, conventional roofing nails with barbed shanks, minimum 3/8" diameter head, sufficient to penetrate 3/4" into solid decking or to penetrate through plywood sheathing.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Verify that conditions are satisfactory for installing shingles. Do not commence work until unsatisfactory conditions have been corrected.
- B. Flashings shall be installed prior to the installation of shingles.

3.2 INSTALLATION

- A. Underlayment: Install one layer asphalt-saturated roofing felt lapped minimum 2". Fasten with sufficient nails to hold in place until shingles are applied.
- B. Shingles:
 - 1. Install starter strip of roll roofing or inverted shingles with tabs removed; fasten in pattern, weather exposure and number of fasteners as recommended by manufacturer.
 - 2. Use horizontal and vertical chalk lines to ensure straight coursing.
 - 3. Comply with installation details and recommendations of shingle manufacturer and NRCA Steep Roofing Manual.

3.3 CLEANING

- A. Replace damaged shingles.
- B. Remove excess shingles and debris from the Project site.

END OF SECTION

SECTION 09220 - PORTLAND CEMENT PLASTER

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This Section describes the requirements for furnishing and installing the following type(s) of Portland cement plaster:
 - 1. One-coat overlay of existing cement plaster surface
 - 2. Miscellaneous patching and infill panels.
- B. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these Specifications. Contractor and Subcontractor shall be responsible for identifying and including all related work in other Sections of these Specifications and/or drawings necessary for a complete installation of the work described in this Section. These related Sections include but are not limited to the following:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
 - 2. Section 07920 - Sealants and Caulking.

1.2 SUBMITTALS

- A. Product Data: Manufacturer's written recommendations, proportion mixes, and installation instructions for each product, including data showing compliance with specified requirements.

1.3 QUALITY ASSURANCE

- A. Code Requirements: Comply with applicable requirements of UBC Sections 2508.
- B. Allowable Tolerances of Finished Surface: Maximum deviation from true plane shall not exceed 1/4" as measured from the line of a 5' straightedge placed at any location on the surface.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver manufactured materials in original unopened packages or containers with manufacturer's label intact and legible.
- B. Keep cement and lime dry, stored off the ground, under cover, and away from damp surfaces.
- C. Remove wet and deteriorated materials from Project site.
- D. Protect metallic materials and accessories from moisture and other sources of damage.

1.5 JOB CONDITIONS

A. Environmental Requirements:

1. Provide sufficient heat and ventilation at enclosed areas where plastering is being performed to allow cement plaster to properly cure.
2. Take precautionary measures necessary to ensure that excessive temperature changes do not occur.
3. Cold Weather Requirements: Do not apply cement plaster unless minimum ambient temperature of 50° F has been and continues to be maintained for a minimum of 48 hours prior to application and until plaster is cured.
4. Hot Weather Requirements: Protect cement plaster from uneven and excessive evaporation during hot, dry weather.

B. Protection:

1. Cover building openings in areas adjacent to plastering work with plastic film.
2. Protect finished surfaces installed prior to plastering by covering with a suitable non-staining material. Cover metal frames with plastic film.
3. Maintain protection in place until completion of plastering work.

PART 2 – PRODUCTS

2.1 BASE COAT MATERIALS

- A. Portland Cement: ASTM C150, Type I or Type II.
- B. Hydrated Lime: ASTM C206, Type S, certified not less than 99% hydrated.
- C. Aggregates: ASTM C897.
1. Gradation, Base (Scratch and Brown) Coats:

<u>U.S. Standard Sieve</u>	<u>Percent Retained by Weight (+2%)</u>	
	<u>Minimum</u>	<u>Maximum</u>
No. 8 (2.36 mm)	0	10
No. 16 (1.18mm)	10	40
No. 30 (600 um)	30	65
No. 50 (300 um)	70	90
No. 100 (150 um)	95	100

- D. Fiber Reinforcing: ½" alkaline-resistant chopped-glass fibers or alkaline-resistant polypropylene fibers. Detergent admixtures or clay to aid in pumping plaster will not be permitted.
- E. Water: Clean, potable, and free from substances harmful to plaster.

2.2 FINISH COAT MATERIALS

- A. Factory-prepared product containing all materials required for finish coat, except water; Peerless Stucco, La Habra, or approved equal; color as selected to match approved sample.
- B. Acrylic Admixture: Harris Specialty Chemicals "Acryl 60" or approved equal.
- C. Texture: Smooth Troweled.

2.3 CEMENT PLASTER

- A. Mixing:
 - 1. General:
 - a. Accurately proportion materials for each plaster batch with measuring devices of known volume.
 - b. Size batches for complete use within maximum of one hour after mixing.
 - c. Retemper plaster stiffened from evaporation, but do not use or retemper partially hydrated cement plaster.
 - d. Do not use caked or lumping materials.
 - e. Mix factory-prepared plaster in accordance with the manufacturer's written instructions.
 - f. Use moist, loose sand in mix proportions.
 - g. Withhold 10% of mixing water until mixing is almost complete, then add as needed to produce necessary consistency.
 - h. Provide acrylic admixture in finish coat plaster. Mix in accordance with manufacturer's recommendations.
 - 2. Mechanical Mixing:
 - a. Clean mixer of set or hardened materials before loading for new batch.
 - b. Maintain mixer in continuous operation while adding materials.
 - c. Conform to mixing sequence and time recommended by manufacturer of plaster materials. Add fibers by sprinkling in mix during last two minutes of mixing cycle.
 - 3. Hand Mixing: Do not hand-mix unless authorized by Architect.
- B. Mix Proportions by Volume: As specified in UBC Table 25-F for plaster thickness indicated.

2.4 BONDING AGENT

- A. Per ASTM C932.

2.5 LINE WIRE

- A. 0.0475" diameter, zinc-coated (galvanized), soft annealed steel wire.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Verify that surfaces to be plastered are free of dust, loose particles, oil, and other foreign matter which would affect bond of plaster coats.
- B. Examine construction, grounds, and accessories to ensure that finished plaster surfaces will be true to line, level, and plumb, without requiring additional thickness of plaster.
- C. Do not commence installation until unsatisfactory conditions have been corrected.

3.2 APPLICATION

- A. Number of Coats: Provide three-coat application over metal lath in accordance with ASTM C926.
- B. Three-Coat Application:
 - 1. Apply plaster by hand or machine spray. If machine applied, use only experienced machine applicator foreman and nozzle man. Slump for machine applied plaster shall be between 2-1/2" to 4" at mixer and 2" to 3-1/2" at nozzle.
 - 2. Interrupt plaster coats only at junctions of plaster planes, at openings, or at control joints.
 - 3. Apply scratch coat with sufficient material and pressure to form full keys through and to embed metal base. When firm, score in one direction.
 - 4. Apply brown coat to scratch coat, bringing out to grounds, flat to true surface, and free of imperfections which would reflect in finish coat.
 - 5. Reconsolidate brown coat by floating, and roughen to assure bond with finish coat.
 - 6. Apply finish coat in accordance with manufacturer's instructions and uniformly trowel to true, even surface.
 - 7. Nominal Plaster Thickness Measured from Face of Lath, in accordance with ASTM C929, Table 4:
 - a. Vertical Surfaces:
 - 1) Scratch Coat: 3/8", minimum.
 - 2) Brown Coat: 3/8".
 - 3) Finish Coat: 1/8", minimum.
 - b. Horizontal Surfaces:
 - 1) Scratch Coat: 1/4".
 - 2) Brown Coat: 1/4".
 - 3) Finish Coat: 1/8".
 - 8. Building Corners: 1-1/2" radius.
- C. Curing:
 - 1. Maintain moist conditions by fine fog spraying.
 - 2. Cure scratch coat for a minimum of 48 hours, and maintain a minimum of 48 hours between application of scratch coat and brown coat.
 - 3. Cure brown coat for a minimum of 48 hours, and maintain a minimum of 7 days

between the application of the brown coat and finish coat.

3.3 COMPLETION

A. Patching:

1. Upon completion of application, point up plaster around trim and other locations where plaster meets dissimilar materials.
2. Cut out and patch defective or damaged plaster.
3. Match patching of defective or damaged plaster to existing work in form, texture, and color.
4. Patch existing plaster damaged by the contractor.

B. Cleaning:

1. Remove plaster and protective materials from control and expansion joints, perimeter beads, and adjacent surfaces.
2. Remove stains that would adversely affect subsequent finishes on plaster.

C. When complete, plaster surfaces shall be flat or uniformly curved, true to plane; and free from scaffold and tool marks, stains, or other damage or defects and shall be uniform in color and texture.

END OF SECTION

SECTION 09600 - COUNTY STANDARD FLOORING PRODUCTS

PART 1 – GENERAL

1.1 DOCUMENTS

- A. The General Conditions, Supplementary Conditions and applicable portions of Division 1 of the Specifications are part of this Section.

1.2 SCOPE

- A. Mendocino County has selected specific flooring products and adhesives as county standards to ensure uniformity in our maintenance and replacement programs. Unless specifically stated, no other products will be accepted.

1.3 JOB CONDITIONS

- A. Inspection of Surfaces: Before installing flooring materials, Contractor shall inspect the surfaces to receive materials. Contractor shall notify the County, in writing, of any defects or conditions that will prevent a satisfactory resilient floor covering installation.

1.4 SUBMITTALS

- A. Submit samples for selection of colors and patterns. Samples shall be labeled, indicating color or pattern, gauge and manufacturer. Submit samples in accordance with General Conditions.
- B. Furnish Owner brochures of standard maintenance procedure.

1.5 GUARANTEE/WARRANTY

- A. Contractor shall, and hereby does warrant, and General Contractor shall, and hereby does guarantee that all Work executed under this Section of the Specifications be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of this work.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Resilient tile shall be the county standard product, Armstrong Standard Excelon vinyl 12" x 12" x 1/8" Imperial Texture, Pearl White #51803 unless color selection is noted on the plans. No substitutions.
- B. Carpet shall be the county standard, Shaw Contract Group. Style Name: Charisma, Style Number 59561, Carpet Tiles, color; legend, unless color selection is noted on the plans. No substitutions.

- C. Resilient base shall be the county standard Burke Base Thermoset Rubber type TS wall base, 4" coved, 523 brown black. No substitutions.
- D. Edge strips shall be Mercer or equal, color as selected. Reducer to be Mercer Stock No. 73A.
- E. Underlayment as needed or required to assure a quality blemish-free installation per the manufacturer's recommendation.
- F. Adhesives. The following adhesive products have been selected as the county standard products for installing any of the above flooring products. No substitutions.
 - 1. Vinyl Tile adhesive shall be Mapei Ultrabond ECO 300 Professional Solid Vinyl Flooring Adhesive.
 - 2. Carpet adhesive shall be Mapei Ultrabond ECO 85 Standard Quick-Grab Carpet Adhesive.
 - 3. Resilient base adhesive shall be Mapei Ultrabond ECO 575 Premium Wall Base Adhesive.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Depressions and projections that may be visible in the finished work shall be filled and removed. Foreign matter that may destroy bond shall be removed.
- B. Flooring shall not be laid until a sufficient length of time has elapsed after the heat has been turned on to ensure that the moisture in or under the slab has vaporized sufficiently and that the installation will not be affected.
- C. Starting of work by flooring contractor will be considered as acceptance of existing conditions as suitable for its work.

3.2 INSTALLATION

- A. All materials shall be installed in strict conformance with manufacturer's recommendations.
- B. Edge strips are required in openings to rooms with flooring change.

3.2 CLEAN UP

- A. Remove all debris resulting from the work of this Section.

END OF SECTION

SECTION 09900 – EXTERIOR & INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. General: Intent is to provide zero-VOC systems.
- B. This section includes surface preparation and the application of paint systems for substrates including - but not limited to – the following substrates:
 - 1. Exterior
 - a. Galvanized Steel Handrails
 - b. Metal doors
 - c. Exposed wood fascia, trim, plywood and framing
 - d. Utilities (piping, conduit, etc.) as noted below
 - e. Galvanized metal flashing and new downspouts
 - 2. Interior (touch up)
 - a. Galvanized Steel Handrail
 - b. Existing gypsum wallboard.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
 - 3. VOC content.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.5 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Benjamin Moore & Co.
 - 2. California Paints.
 - 3. Cloverdale Paint.
 - 4. Dunn-Edwards Corporation.
 - 5. Kelly-Moore Paint Company Inc.
 - 6. Sherwin-Williams Company (The).

2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- D. Colors: As indicated in a color schedule.
 - 1. 10 percent of surface area will be painted with deep tones.

2.3 PRIMERS/SEALERS

- A. Primer Sealer, Interior, Institutional Low Odor/VOC: MPI #149.

2.4 METAL PRIMERS

- A. Primer, Rust-Inhibitive, Water Based: MPI #107.
- B. Primer, Galvanized, Water Based: MPI #134.

2.5 WATER-BASED PAINTS

- A. Latex, Exterior, Institutional Low Odor/VOC, "Semi-Gloss." (Gloss Level 5): MPI #11.
- B. Latex, Interior, Institutional Low Odor/VOC, "Egg-Shell." (Gloss Level 3): MPI #145.
- C. Latex, Interior, Institutional Low Odor/VOC, Semi-Gloss (Gloss Level 5): MPI #147.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Gypsum Board: 12 percent.
 - 2. Fiber-Cement Board: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer. but not less than the following:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- C. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- D. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work:
 - a. New Metal or plastic conduit
 - b. Exterior or interior finishes where damaged or disturbed by new work
 - c. New wood framing exposed to view.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

- A. Steel and Galvanized Steel Substrates (Exterior):
 - 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Primer, rust-inhibitive, water based MPI #134.
 - b. Intermediate Coat: Latex, exterior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, exterior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #11.
- B. Cement Plaster Substrates (Exterior) (do not paint new integral color plaster systems):
 - 1. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Not required..
 - b. Intermediate Coat: Latex, exterior, institutional low odor/VOC, matching topcoat.
 - c. Topcoat: Latex, exterior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #11.

3.7 INTERIOR PAINTING SCHEDULE

- A. Steel Substrates (Interior):

1. Institutional Low-Odor/VOC Latex System:

- a. Prime Coat: Primer, rust-inhibitive, water based MPI #107.
- b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
- c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #147.

B. Gypsum Board Substrates (Interior):

1. Institutional Low-Odor/VOC Latex System:

- a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
- b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
- c. Topcoat: Latex, interior, institutional low odor/VOC, "egg-shell," (Gloss Level 3), MPI #145.

END OF SECTION 09900