

# **PROJECT MANUAL**

including Specifications  
for Construction of:

## **The COUNTY OF MENDOCINO**

### **REGIONAL BEHAVIORAL HEALTH TRAINING FACILITY**

#### **FLOORING PROJECT**

8207 East Road  
Redwood Valley, CA 95470



Prepared by:  
**FACILITIES & FLEET DIVISION**  
851 LOW GAP ROAD  
UKIAH, CA 95482  
Tel: (707) 234-6054

BID 54-19  
Date of Issue:  
DECEMBER 06, 2019



## **00002 - PROJECT DIRECTORY**

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, Assistant Facilities Manager



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## **SECTION 00020**

### **NOTICE INVITING BIDS**

Notice is hereby given that sealed bids will be received at the Executive Office, Facilities and Fleet Division, 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 FRIDAY, DECEMBER 27, 2019 at 2:00PM and then publicly opened and read aloud in the Executive Office, Facilities and Fleet Division, County of Mendocino, 851 Low Gap Road, Ukiah, California for the following project:

#### **Mendocino County BID 54-19**

#### **Regional Behavioral Health Training Facility – Flooring Project**

License Required for this Project is: “C-15” License

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. For printed plans in Mendocino County, electronic copies of the plans and documents have been supplied to:

Blueprints and Copies  
846 S. State St.  
Ukiah, CA 95482  
707-462-1197

Bids shall be made 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 and site inspection will be held on MONDAY, DECEMBER 16 @ 10:00 AM at the Project site, 8207 East Side Road, Redwood Valley, 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:

<https://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.

END OF SECTION



# **SECTION 00100 INSTRUCTIONS TO BIDDERS**

## **PART 1 – GENERAL**

### **1.1 BIDS RECEIVED**

- A. Sealed bids for **Mendocino County BID 54-19 The Regional Behavioral Health Training Facility - Flooring 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 FRIDAY, DECEMBER 27, 2019 at 2:00PM, 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 “C-15” 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>

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 95482  
707-462-1197

### **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 pre-bid conference will be held, MONDAY, DECEMBER 16 @ 10:00 AM at the site, 8207 East Side Road, Redwood Valley, California. Following the meeting, a site review will be conducted to acquaint Bidders with the Project.
- B. The County reserves the right to schedule an additional mandatory pre-bid conference to ensure adequate bid representation.
- C. Failure to attend at least one of the pre-bid conferences 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 Thirty (30) 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 Payment 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 01340 – Submittals and Substitutions included herein. 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 AND PLANNING CONDITIONS OF APPROVAL

Bidder agrees to perform its work in conformance with all environmental and planning conditions of approval applicable to the project. Bidders' attention is directed to specification section 00801 Supplementary General Conditions and the source documents for specific conditions of approval

#### 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

- A. 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 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 00310 - BID FORM FOR MENDOCINO COUNTY**

## **REGIONAL BEHAVIORAL HEALTH TRAINING FACILITY FLOORING PROJECT**

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 thirty days (30) 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 General Services Agency 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

## **SECTION 00430 - SUBCONTRACTORS LISTING FORM**

# REGIONAL BEHAVIORAL HEALTH TRAINING CENTER - FLOORING PROJECT

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, Department of Industrial Relations (DIR) Registration 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]





## **SECTION 00500 - AGREEMENT FOR LUMP SUM BID**

THIS AGREEMENT, made on the \_\_\_\_ day of \_\_\_\_\_ in the year 2019, 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 **Mendocino County Regional Behavioral Health Training Facility – Flooring 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 thirty (30) 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
6. Coordination
7. Construction Temporary Facilities
8. Drawings & Specifications
9. General and Technical Conditions of the Specifications
10. 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:

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

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**

**DEPARTMENT FISCAL REVIEW:**

\_\_\_\_\_  
DEPARTMENT HEAD                      DATE

Budgeted: ☒ Yes   ☐ No

Budget Unit: \_\_\_\_\_

Line Item: \_\_\_\_\_

Grant: ☐ Yes   ☒ No

Grant No.: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COUNTY OF MENDOCINO**

By: \_\_\_\_\_  
CARRE BROWN, Chair  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

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:**

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**INSURANCE REVIEW:**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**EXECUTIVE OFFICE/FISCAL REVIEW:**

By: \_\_\_\_\_  
Deputy CEO

Date: \_\_\_\_\_

**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 00510 - CONTRACTOR GUARANTEE**

### **FOR REGIONAL BEHAVIORAL HEALTH TRAINING FACILITY – FLOORING PROJECT**

Contractor hereby guarantees that the labor and material furnished for this project is in accordance with the drawings and specifications. Contractor agrees to repair or replace any or all of the work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its workmanship or material within a period of ONE (1) YEAR from date of acceptance of the above named project by County without any expense whatsoever to County, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of Contractor's failure to comply with the above-mentioned conditions within fifteen (15) calendar days after being notified in writing by County, Contractor authorizes County to proceed to have said defects repaired and made good at Contractor's expense. Contractor shall honor and pay the costs and charges therefore upon demand.

SIGNED \_\_\_\_\_

COUNTERSIGNED \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

DATED \_\_\_\_\_

DATE OF BUILDING ACCEPTANCE \_\_\_\_\_



# **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 15<sup>th</sup>.
- 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 1<sup>st</sup> or prior to ground disturbance activities between October 1<sup>st</sup> and April 15<sup>th</sup>, 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 007000 - 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 detailed 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 Facilities and Fleet Division Manager 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, 841 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:

**GENERAL CONDITIONS**



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. Claims by Contractor for extra cost shall be made in writing before executing the work involved.
- 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

Prior to submitting and as a condition of approval of the first progress payment application, the Contractor shall submit a schedule of values acceptable to the County providing a breakdown of the contract value by trade division such that the County can accurately assess the percentage completion of the project.

On the twenty-fifth (25th) day of each month, the Contractor shall submit to the County an application for payment, on a form acceptable to the County, showing an itemized statement for work that has been performed on a percent complete basis based on the previously approved schedule of values. The County within thirty (30) days of receipt of application that meets the County's approval shall issue to the Contractor a certificate for ninety percent (95%) 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 or as indicated elsewhere in these documents, 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 SUBMITTALS AND SUBSTITUTIONS

Materials and substitutions shall be governed by the relevant sections elsewhere in these documents. If not specified, the following shall govern.

- 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 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.

Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and bracing.

52. RECORD DRAWINGS

- A. The Contractor shall furnish one complete set of clean "Record" drawings to the County prior to project acceptance, showing clearly any changes made during construction. Record drawings shall be in accordance with Section 017839 Project Record Documents..
- B. In addition to any changes, all mechanical, electrical and plumbing items concealed in the building and underground, actually installed and routed. Depth below surface to top of underground item shall be indicated.
- C. All underground items shall be dimensioned from permanent reference points in a manner that they can be easily found in the field at a later time.
- D. Each sheet of the "Record" drawings shall be identified with the following label to be signed by the Contractor:

These are record drawings which have been  
prepared or supervised by the undersigned.

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Contractor	Date
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- E. The Contractor is solely responsible for the preparation, completeness, and accuracy of the "Record" drawings. The County and its representatives are not responsible to review the "Record" drawings.

53. OCCUPANCY OR USE BEFORE ACCEPTANCE OF COMPLETION

The County may occupy any building or portion thereof or use any improvement contemplated by the Contract prior to the completion of the entire work. A list of work to be completed and corrected by the Contractor, if any, shall be prepared and agreed to between the County and the Contractor before occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the work but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement of equipment so used, provided, however, that such occupancy shall not start the guaranty-warranty period as to items appearing on the list of work to be completed and corrected. No such occupancy or use shall be deemed to have occurred unless and until the County has given the Contractor formal written notice of intention to so occupy or use, specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used.

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 A and B in all subcontracts to perform work under the Contract.

END OF SECTION

# **SECTION 008110 - UNFORESEEN PHYSICAL CONDITIONS**

## **PART I – 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. Archaeological or historical artifacts or soils conditions identified with such artifacts as noted in the conditions of approval from the California Department of Parks and Recreation CEQA Document No. 11293 – Archaeological Review.
4. 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,

#### UNFORESEEN PHYSICAL CONDITIONS

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 General Conditions Section 00700, Article 20 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.

#### 1.4 WORK STOPPAGES FOR HISTORICAL OR ARCHAEOLOGICAL FINDS

- A. CONTRACTOR shall not be entitled to any adjustment in the Contract Sum for reasonable accommodations required to comply with the conditions of approval.

- B. Work stoppages required and any special excavation requested by the Archaeological monitor will be compensated under the provisions of article 7 of the General Conditions.

PART 2 - PRODUCTS  
NOT USED

PART 3 - EXECUTION  
NOT USED

END OF SECTION



## HIDDEN CONDITIONS REPORT (HCR)

Regional Behavioral Health Training Center - Flooring Project

HCR No. \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Ctr to PM

PM to Arch

Arch to PM

PM to

Ctr

Date Sent: \_\_\_\_\_

Date Received: \_\_\_\_\_

Type of Conditions Reported:

☐ Site Work

☐ Structural

☐ Architectural

☐ HVAC

☐ Plumbing

☐ Fire Protection

☐ Electrical

☐ Other

Location and Reference to Drawing: \_\_\_\_\_

Conditions Reported: \_\_\_\_\_

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Investigated By: \_\_\_\_\_ Firm: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Check this box if the hidden condition reported is not hidden. Reply with location(s) where the information can be obtained.

Reply of Findings: \_\_\_\_\_

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By: \_\_\_\_\_ Firm: \_\_\_\_\_ Date: \_\_\_\_\_

The reply is a finding from the investigation. No change in the Contract Sum or Time is authorized. See Specifications Document 00811 for the timeliness of investigation.

UNFORESEEN PHYSICAL CONDITIONS

00811-5



# **00851 - DRAWINGS INDEX**

## **ARCHITECTURAL**

A1      FLOOR PLAN



# **SECTION 01010 - SUMMARY OF WORK**

## **PART 1 - GENERAL**

- 1.1 REQUIREMENTS of the drawings and general provisions of the Prime Construction Agreement and other sections of Division 1 apply to this section.
- 1.2 THIS SECTION sets forth general project scope, and general provisions regarding work to be performed by the Contractor.
- 1.3 THE WORK OF THIS CONTRACT consists of: Furnishing and installing carpet and resilient base for the County of Mendocino Behavioral Health Training Facility. Project is located at 8207 East Side Road, Redwood Valley, CA 95470.

WORK INCLUDED: Provide all documentation, labor, material, superintendence and administration as depicted in the drawings, as described in the project manual or as necessary for a complete and proper installation. Present to the Owner, at the close of construction, signed copies of all required permits indicating successful completion of all permit requirements.

- 1.4 APPLICABLE CODES AND REGULATIONS:
  - A. General Requirements: All materials and workmanship shall comply with the most recent edition of the California Code of Regulations (CCR), Title 24 (California Building Standards Code) with current State and local amendments. CCR, Title 24 consists of the following twelve parts:
    - Part 1 - California Building Standards Administrative Code
    - Part 2 - California Building Code
    - Part 3 - California Electrical Code
    - Part 4 - California Mechanical Code
    - Part 5 - California Plumbing Code
    - Part 6 - California Energy Code
    - Part 7 - (No longer published in Title 24. See Title 8, CCR)
    - Part 8 - California Historical Building Code
    - Part 9 - California Fire Code
    - Part 10 - California Existing Building Code
    - Part 11 - California Green Building Standards Code (CALGreen)
    - Part 12 - California Reference Standards Code
  - B. Energy Requirements: All materials and workmanship shall comply with the most recent editions of the California Code of Regulations, Title 24 (California Building Standards Code) with current State and local amendments and the most recent edition of the Building Energy Efficiency Standards published by the California Energy Commission.
  - C. Air Quality Requirements: All materials and workmanship shall comply with all current requirements of the Mendocino County Air Quality Management District. Provide all application materials, fees and documentation necessary to provide required notification and obtain all permits required by the Mendocino County Air Quality Management District. Obtain approval for all operations and present to the Owner, at the close of construction, signed copies of all required permits indicating successful completion of all permit requirements.

- D. Recycling Requirements: This project is subject to the Mendocino County "Construction and Demolition Recycling and Reuse" Ordinance and the Department of Toxic Substances Control "Requirements for Generators of Treated Wood Waste." and the requirements of California Green Building Standards Code (CALGreen).
- E. Other Requirements: All materials and workmanship shall comply with the most recent edition of any other codes or regulations adopted by governmental agencies having jurisdiction over any portion of the work.

#### 1.5 PROJECT DATA:

- A. Construction Type: The proposed facility shall conform to all requirements for Type V-B construction as set forth in the most current edition of the California Building Code in effect at the time of construction with current State and local amendments.
- B. Occupancy Classification: The proposed facility shall conform to all requirements for Group A Occupancy as set forth in the most current edition of the California Building Code in effect at the time of construction with current State and local amendments.

#### 1.6 WORK AREA AND USE OF PREMISES

- A. The contractor shall have controlled access to the site. Contractor shall perform work such that access to the building is not restricted except by prior arrangement with the County. Pedestrian access to the building entrances and adjacent businesses shall be maintained during business hours. Work shall be adequately cordoned off to direct public from the street or parking lot, and direction shall be provided around the work area, to the building entrances.
- B. The Contractor shall use every precaution to insure the protection of and prevent damage to existing facilities on or adjacent to the construction area. Damage to existing facilities due to construction activities shall be repaired by the Contractor at no additional cost to the Owner.
- D. Bidders shall assume that they can use only the area inside of the fenced area for staging, as shown on Sheet E1.1 of the drawings. Maintain the area clean and without damage to the surfaces or adjacent curbs and structures.

#### 1.5 EXAMINATION

- A. General: As stipulated in Document 001000 Instructions to Bidders, 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.

#### SUMMARY OF WORK

01010-2

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.

#### 1.6 PERMITS FOR WORK

Contractor shall obtain and meet any building permit requirements from the County of Mendocino Building Department. Contractor is responsible for scheduling and passing all required building inspections and securing final acceptance. Building permit fees are waived by the County.

#### 1.7 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.

#### 1.8 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. Form:
  1. When an interpretation or clarification of the Contract Documents is required from County, Contractor shall make the request on a form acceptable to the County.
  2. Contractor shall limit the subject to one design discipline to expedite reply and attach supplementary information where necessary.

### SUMMARY OF WORK

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3. County will reply or give summary of reply on the same form and include supplementary information where necessary.
4. The completed form shall be the written record of each RFI.

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 applicable)

PART 3 - EXECUTION (not applicable)



# **SECTION 01500 - TEMPORARY FACILITIES & CONTROLS**

## **PART 1 - GENERAL**

### **1.1 DESCRIPTION**

- A. Work included: Provide temporary facilities and controls needed for the Work including, but not necessarily limited to:
  - 1. Temporary utilities such as water, electricity, lighting and telephone;
  - 3. Sanitary facilities;
  - 4. Enclosures and temporary protection such as tarpaulins, barricades, and canopies;
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary conditions, and Sections in Division 1 of these Specifications.
  - 2. Except that equipment furnished by subcontractors shall comply with requirements of pertinent safe regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work are not part of this Section.
  - 3. Permanent installation and hookup of the various utility lines are described in other Sections.

### **1.2 JOB SAFETY**

- A. Comply with all applicable laws and regulations pertaining to job safety, and be solely responsible for construction means, methods, techniques, sequences procedures and safety precautions and programs in connection with the Work. Owner or Architect will not be responsible for Contractor's failure to employ proper safety procedures.
- B. All work, including the temporary construction, shall be in full accord with the latest orders, rules and regulations of the State of California Division of Industrial Safety and the California Occupational Safety and Health Act (CAL-OSHA).
- C. The Contractor shall at all times so conduct his work as to cause the least possible obstruction and inconvenience and insure the protection of persons and property in the vicinity of the Work.

## **PART 2 - PRODUCTS**

## 2.1 MISCELLANEOUS FACILITIES

- A. Construction Aids: Hoists, ramps and ladders, enclosures, pumps, barriers, fences, barricades necessary to adequately move materials and equipment and to protect workmen and public.
- B. All temporary construction to comply with requirements of state and local authorities.

## 2.2 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work areas to minimize damage.
- C. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

## PART 3 - EXECUTION

### 3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit or as directed by the Architect.
- C. Remove temporary above grade or buried utilities, equipment, facilities, materials prior to Substantial Completion inspection.
- E. Clean and repair damage caused by installation or use of temporary work.

- F. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

END OF SECTION



# **SECTION 01640 - PRODUCT HANDLING**

## **PART 1 - GENERAL**

### **1.1 DESCRIPTION**

- A. Work included: Products scheduled for use in the Work by means including, but not necessarily limited to those described in this Section.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

### **1.2 QUALITY ASSURANCE**

Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

### **1.3 MANUFACTURERS' RECOMMENDATIONS**

Except as otherwise approved by the County, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

### **1.4 PACKING**

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
  - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
  - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The County may reject as non-complying such material and products that do not bear identification satisfactory to the County as to manufacturer, grade, quality, and other pertinent information.

### **1.5 PROTECTION**

- A. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by Owner.

#### 1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repair to the approval of the County and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the County to justify an extension of the Contract Time of Completion.

# **SECTION 01700 - CONTRACT CLOSEOUT**

## **PART 1 - GENERAL**

### **1.1 DESCRIPTION**

- A. Work included: Closeout procedures, Final cleaning, Adjusting, Project record documents, Operation and maintenance data, Warranties, Spare parts and maintenance materials, Summary of closeout submittals to County.

### **1.2 CLOSEOUT PROCEDURES**

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for County's inspection.
- B. Provide submittals to County that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Comply with procedures stated in the Conditions of the Contract Agreement and General Conditions for issuance of Certificate of Substantial Completion.
- E. Should County consider that the Work' is incomplete or defective, he will promptly notify the Contractor in writing, listing the incomplete or defective items. The Contractor shall then take immediate steps to remedy the stated deficiencies, and send a second written certification to County that the Work is complete.
- F. Should County perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:
  - 1. Owner will compensate County for such additional services.
  - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.
- G. When the County finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.
- H. County will issue a final change order reflecting approved adjustments to Contract Sum not previously made by Change Order.

### 1.3 FINAL CLEANING

- A. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- B. Execute final cleaning prior to final inspection.
- C. Clean interior carpeted finished floors of stains and foreign substances, vacuum carpeted and soft surfaces.
- D. Clean walls, windows, and sills affected by the work of the contract to a dust free condition.

### 1.4 OPERATION AND MAINTENANCE DATA

- A. Compile data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
- B. Submit one copy of completed product data electronically.
- C. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection, with County comments. Revise content of documents as required prior to final submittal.

### 1.5 WARRANTIES

- A. Provide two copies.
- B. Submit prior to final Application for Payment.

### 1.6 FINAL PAYMENT

- A. The 10% retention shall be held by the Owner until Forty (40) days after Final Acceptance. If no liens or encumbrances are filed and if all work is complete, the retention shall be paid the Contractor. Assessed liquidated damages shall be deducted from the retention.
- B. Final payment to the Contractor will not be made until the Owner and County receive a signed-off final copy of the Building Permit, as applicable.



## PART 2 PRODUCTS

(Not used)

## PART 3 EXECUTION

(Not used)



# **SECTION 01710 - CLEANING**

## **PART 1 - GENERAL**

### **1.1 DESCRIPTION**

- A. Work included: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.
- B. Related work:
  - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - 2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Sections of these Specifications.

### **1.2 QUALITY ASSURANCE**

- A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.
- B. In addition to the standards described in this Section, conduct cleaning and disposal operations to comply with pertinent requirements of governmental agencies having jurisdiction.

## **PART 2 - PRODUCTS**

### **2.1 CLEANING MATERIALS AND EQUIPMENT**

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.
- B. Provide covered containers for deposit of waste materials, debris and rubbish.
- C. Locate containers for deposit of waste materials, debris and rubbish within the fenced construction site or as directed by owner.

### **2.2 COMPATIBILITY**

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

- B. Use only the cleaning materials, methods and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

## PART 3 - EXECUTION

### 3.1 PROGRESS CLEANING

- A. General:
  - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
  - 2. Do not allow accumulation of scraps, debris, waste material, and other items not required for construction of this Work.
  - 3. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.
- C. Building:
  - 1. As required preparatory to installation of flooring, clean the building floor to the degree of cleanliness recommended by the flooring manufacturer, using equipment and materials required to achieve the necessary cleanliness.
  - 2. Following the installation of finished floor materials, clean the finish floor.
    - a. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finish floor material.

### 3.2 DUST CONTROL

- A. Establish and enforce strict cleaning and dust control procedures before, during and after installation of health care equipment, as approved by Owner and Architect. This requirement is critical to successful completion of the Work.

# **SECTION 02080 - CONSTRUCTION WASTE MANAGEMENT**

## **PART 1 - GENERAL**

### **1.1 DESCRIPTION**

- A. Work included: Construction waste shall be managed in conformance with the applicable codes and regulations listed below.

### **1.2 APPLICABLE CODES AND REGULATIONS:**

- A. General Requirements: See Specification Section 01010 - Summary of Work.
- B. Recycling Requirements: This project is subject to the Mendocino County "Construction and Demolition Recycling and Reuse" Ordinance and the Department of Toxic Substances Control "Requirements for Generators of Treated Wood Waste."
- C. This project is subject to the requirements of the most recent edition of the California Green Building Standards Code (CALGreen) with current State and Local amendments.

### **1.3 QUALITY ASSURANCE:**

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.

## **PART 2 - PRODUCTS**

(No products are required in this Section.)

## **PART 3 - EXECUTION**

### **3.1 SITE AND SURFACE CONDITIONS**

- A. Examine areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

### **3.2 CONSTRUCTION WASTE MANAGEMENT**

- A. By careful study of the Contract Documents, determine the location and extent of construction waste management to be performed.
- B. In company with the Architect, visit the site and verify the extent and location of construction waste management required.
  - 1. Carefully identify limits of selective demolition.
  - 2. Mark interface surfaces as required to enable workmen to identify items to be managed according to the requirements of this section.
- C. Prepare and follow an organized plan for construction waste management.
  - 1. Establish a location on site for construction waste management tasks. Sort waste into required categories and stockpile materials until ready for disposal.
  - 2. Develop an organized plan for construction waste management and fully inform all employees of the requirements and conditions.
  - 3. Use means necessary to prevent dust, airborne debris and waterborne debris from becoming a nuisance to the public, to neighbors, workers and to other work being performed on or near the site.
- D. Disposal of Materials
  - 1. Completely remove items scheduled to be removed from site, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.
  - 2. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.

### 3.3 SUBMITTALS:

- A. Submit construction waste management plan, disposal confirmation and any other required documentation to governmental agencies having jurisdiction and County.

# **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. Extra Material: Provide Owner with one box of tile for each 1,000 square feet of carpet tile or 5% of the quantity used from the same run and lot for each color used as installed in the building.
- C. 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. Slip resistant tile shall be the county standard product, Armstrong Safety Zone Slip-retardant vinyl 12” x 12” x 1/8”, Stone Beige #57005 where specified unless color selection is noted on the plans. No substitutions.
- C. Seamless flooring shall be the County standard Armstrong Connection Corlon Inlaid Sheet Vinyl. Color selection shall be 88713 unless noted otherwise No substitutions.
- D. 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.
- E. Resilient base shall be the county standard Burke Base Thermoset Rubber type TS wall base, 4” coved, 523 brown black. No substitutions.
- F. Edge strips shall be Mercer or equal, color as selected. Reducer to be Mercer Stock No. 73A.
- G. Underlayment as needed or required to assure a quality blemish-free installation per the manufacturer’s recommendation.
- H. 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