



COUNTY OF MENDOCINO

MATERIAL BINS COVER

FOR THE FORT BRAGG DOT YARD

FORT BRAGG, CALIFORNIA 95437

BID DOCUMENTS

RFB 06-17

PROJECT LOCATION:
COUNTY OF MENDOCINO
Fort Bragg DOT Yard
155 E. Bush St.
Fort Bragg, CA 95437

INFORMATION:
COUNTY OF MENDOCINO
Executive Office - Facilities & Fleet Division
851 Low Gap Road
Ukiah, California 95482

MATERIAL BINS COVER
FOR THE FT. BRAGG DOT YARD

TABLE OF CONTENTS

BIDDING REQUIREMENTS AND REFERENCE MATERIAL

| | |
|-------|--|
| 00001 | Cover Sheet |
| 00005 | Table of Contents |
| 00015 | List of Drawings, Tables and Schedules |
| 00020 | Notice Inviting Bids |
| 00100 | Instructions to Bidders |
| 00120 | Qualification Application |
| 00306 | Antitrust Claim Assignment |
| 00307 | Non-Collusion Affidavit |
| 00308 | Public Contract Code Questionnaire |
| 00310 | Bid Form |
| 00430 | Subcontractor Listing |
| 00500 | Agreement For Lump Sum Bid |
| 00501 | Workers' Compensation Certification |
| 00510 | Contractor Guarantee |
| 00650 | Construction Site Storm Water Policy |
| 00700 | General Conditions |
| 00811 | Unforeseen Physical Conditions |
| 00851 | Drawing Index |
| 01010 | Summary of Work |
| 01100 | Alternates |

TECHNICAL SPECIFICATIONS

| | |
|-------|---|
| 02230 | Utility Trench Backfilling |
| 02601 | City of Ft. Bragg Backflow Requirements |
| 05500 | Metal Fabrications |
| 09900 | Painting |

SECTION 00200

NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received at the Facilities and Fleet Division Offices at 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 Conference Room, on Thursday February 9th, 2017 at which time they will be publicly opened and read aloud in the Facilities and Fleet Conference Room, at 851 Low Gap Road, Ukiah, California for the following project:

RFB 06-17 – Fort Bragg DOT Yard Material Bins Cover Project

License required for this Project is either "A" or "B" License

Plans and documents may be seen or obtained at the Facilities and Fleet Division Office, 851 Low Gap Road, Ukiah, CA 95482. Total fee per set of plans and specifications is \$50.00, which fee is non-refundable. Exact change, company check or money order only. Electronic Plans and Documents may be seen or downloaded from the Mendocino County Web Page for Bidding Opportunities – Construction:

<http://www.co.mendocino.ca.us/gs/central/rfps.htm>

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

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

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

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

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

A mandatory pre-bid conference will be held on Tuesday January 24th, 2017 at 9:30 a.m. at the Project site, 155 E. Bush Street, Ft. Bragg, California.

PAYMENT OF PREVAILING WAGES

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

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

CONTRACTOR REGISTRATION

Per Labor Code Section 1771.1(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

CERTIFIED PAYROLL RECORDS

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

EMPLOYMENT OF APPRENTICES

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

MENDOCINO COUNTY BUSINESS LICENSE

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

LAWS AND GOVERNANCES

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

SECTION 00100

INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 BIDS RECEIVED

- A. Sealed bids for the **Mendocino County Fort Bragg DOT Yard Material Bins Cover Project** will be received at the Facilities and Fleet Division Office, County of Mendocino, 851 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the Facilities and Fleet Division Office, on Thursday, February 9, 2017 and then publicly opened and read aloud in the Facilities and Fleet Division Office, County of Mendocino.
- B. Late bids will not be accepted. It is Bidder's responsibility to assure that its bid is delivered and received at the location noted above on or before the date and hour set for the bid opening.

1.2 LICENSE REQUIREMENT

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

1.3 SECURING OF PLANS AND DOCUMENTS - FEES

Plans and documents may be obtained at the Facilities and Fleet Division office, 851 Low Gap Road, Ukiah, California, for the County of Mendocino. Total fee per set of plans and specifications is \$50, which fee is non-refundable. Exact change, company check or money order only. Electronic Plans and Documents may be seen or downloaded from the Mendocino County Web Page for Bidding Opportunities – Construction: <http://www.co.mendocino.ca.us/gs/central/rfps.htm#construction>.

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 non-mandatory pre-bid conference will be held on Tuesday, January 24, 2017 at 9:30 a.m. at the site, 155 E. Bush Street, Ft. Bragg, California.**
- B. Following the meeting, a site review will be conducted to acquaint Bidders with the Project.

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]*

☒ (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 Ninety (90) calendar days from date of the written "Notice to Proceed".

1.9 ADDENDUM

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

1.10 INTERPRETATION OF DRAWINGS AND DOCUMENTS

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

1.11 WITHDRAWAL OF BID

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

1.12 BONDS

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

1.13 SUBSTITUTIONS

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

1.14 LIQUIDATED DAMAGES

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

1.15 BIDDER'S QUALIFICATIONS

- A. All Bidders, Contractors and Subcontractors bidding under joint venture agreements shall be duly licensed as provided for under Sections 7000 *et seq.* of the Business and Professions Code.
- B. A corporation which is awarded the Contract will be required to furnish certification attesting to its corporate existence, as well as evidence that the Officer signing the contract is duly authorized to do so.

- C. Bidders and their subcontractors may be required to furnish evidence satisfactory to County that they have sufficient means and have had experience in the class of work called for to enable them to complete the contract in a satisfactory manner.
- D. No person, firm or corporation shall make or file or be interested in more than one bid for the same work, except insofar as alternate bids may be called for. No person, firm or corporation shall submit a collusive or sham bid or seek directly or indirectly to induce any other bidder to submit a collusive or sham bid or to refrain from submitting a bid or to seek in any way to control or fix the price of the bid or any portion of the bid price in order to secure an advantage against County or any other person interested in the proposed contract. However, a person, firm or corporation submitting a sub-proposal to a bidder or quoting prices on materials to a bidder is not hereby disqualified from submitting sub-proposals or quoting prices to other bidders.
- E. A licensed contractor shall not submit a bid to a public agency unless (1) its contractor's license number appears clearly on the bid, (2) the license expiration date is stated, and (3) the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid not containing this information, or a bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected by County.

1.16 EXAMINATION OF SITE AND DOCUMENTS

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

1.17 ENVIRONMENTAL IMPACT REPORT

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

1.18 AGREEMENT

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

1.19 PRE-CONSTRUCTION CONFERENCE

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

1.20 QUALIFICATIONS OF BIDDERS

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

END OF SECTION

SECTION 00120

QUALIFICATION APPLICATION

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

CONTACT INFORMATION

Firm Name (as it appears on license): _____

Check one: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If the firm is a sole proprietor or partnership:

Owner(s) of Company: _____

Contractor's License Number(s):

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

The Contractor may be immediately disqualified if the answer to any of questions 1 through 5 is “no”.¹

The Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes”². If the answer to question 8 is “yes”, and if debarment would be the sole reason for denial of qualification, any qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid.
☐ Yes ☐ No
2. Contractor has a liability insurance policy with a policy limit of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
☐ Yes ☐ No
3. Contractor has a current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code Section 3700 *et seq.*
☐ Yes ☐ No ☐ Contractor is exempt from this requirement because it has no employees
4. Contractor has attached its latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.³
☐ Yes ☐ No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Contractor has attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states that Contractor's current bonding capacity is sufficient for the project for which it seeks qualification.
☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has Contractor's license been revoked at any time in the last five (5) years?
☐ Yes ☐ No

¹ A “no” answer to Question 4 will not be disqualifying if the Contractor is exempt from complying with Question 4, for reasons explained in footnote 3.

² A contractor disqualified solely because of a “yes” answer given to questions 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

³ Public Contract Code Section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code Section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in Section 14837(d)(1)”. As of January 1, 2001, the qualifying amount is \$10 million, and 25 percent of that amount, therefore, is \$2.5 million.

7. Has a surety firm completed a contract on Contractor's behalf, or paid for completion because Contractor's firm was default terminated by the project owner within the last five (5) years?
☐ Yes ☐ No

8. At the time of submitting this qualification form, is Contractor's firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code Section 1777.1 or Labor Code Section 1777.7?
☐ Yes ☐ No

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

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

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

A. Current Organization and Structure of the Business

For firms that are corporations:

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

| Name | Position | Years with Co. | % Ownership | Social Security # |
|------|----------|----------------|-------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

| Person's Name | Construction Firm | Date of Person's Participation with Firm |
|---------------|-------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

For firms that are partnerships:

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

| Name | Position | Years with Co. | % Ownership | Social Security # |
|------|----------|----------------|-------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

| Person's Name | Construction Firm | Date of Person's Participation with Firm |
|---------------|-------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

For firms that are sole proprietorships:

- 1a. Date of commencement of business: _____
 1b. Social security number of company owner: _____
 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five (5) years.
NOTE: For this question, “owner” and “partner” refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

| Person's Name | Construction Firm | Date of Person's Participation with Firm |
|---------------|-------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

For firms that intend to make a bid as part of a joint venture:

- 1a. Date of commencement of joint venture: _____
 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

| Name of Firm | % Ownership of Joint Venture |
|--------------|------------------------------|
| | |
| | |
| | |
| | |
| | |

B. History of the Business and Organizational Performance

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

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

☐ Yes ☐ No

If "yes", explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns fifty percent (50%) or more of another, or if an owner, partner, or officer of Contractor's firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes", explain on a separate signed page.

4. Are any corporate officers, partners, or owners connected to any other construction firms?

NOTE: Include information about other firms if an owner, partner, or officer of Contractor's firm holds a similar position in another firm.

☐ Yes ☐ No

If "yes", explain on a separate signed page.

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

| Year | Gross Revenue |
|------|---------------|
| | |
| | |
| | |

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

7. Is Contractor's firm currently the debtor in a bankruptcy case?

☐ Yes ☐ No

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

8. Was Contractor's firm in bankruptcy at any time during the last five (5) years? (This question refers only to a bankruptcy action that was not described in answer to question 7 above.)

☐ Yes ☐ No

If "yes", please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by Contractor's firm:

10. If any of Contractor's firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license:

11. Has Contractor's firm changed names or license numbers in the past five (5) years?
☐ Yes ☐ No

If "yes", explain on a separate signed page, including the reason for the change.

12. Has any owner, partner, or (for corporations) officer of Contractor's firm operated a construction firm under any other name in the last five (5) years?
☐ Yes ☐ No

If "yes", please explain on a separate signed sheet.

Disputes

13. At any time in the last five (5) years, has Contractor's firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
☐ Yes ☐ No

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

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

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of Contractor's firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

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

16. In the last five (5) years, has Contractor's firm been denied an award of a public works contract based on a finding by a public agency that Contractor's company was not a responsible bidder?

☐ Yes ☐ No

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

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

17. In the last five (5) years, has any claim *against* Contractor's firm concerning the firm's work on a construction project been *filed in court or arbitration*?

☐ Yes ☐ No

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

18. In the last five (5) years, has Contractor's firm made any claim against a project owner concerning work on a project or payment for a contract and *filed that claim in court or arbitration*?

☐ Yes ☐ No

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

-
19. At any time during the last five (5) years, has any surety company made any payments on Contractor's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on Contractor's behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If "yes", explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the nature of the resolution, and the amount, if any, at which the claim was resolved.

20. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for Contractor's firm?

☐ Yes ☐ No

If "yes", explain on a separate signed page. Name the insurance carrier, the form of insurance, and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has Contractor's firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

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

22. Has Contractor's firm or any of its owners, officers or partners ever been convicted of a crime involving federal, state, or local law related to construction?

☐ Yes ☐ No

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

23. Has Contractor's firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

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

Bonding

24. Bonding capacity: Provide documentation from surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address, and telephone number:

25. If Contractor's firm was required to pay a premium of more than one percent (1%) for a performance and payment bond on any project(s) on which the firm worked at any time during the last three (3) years, state the percentage that the firm was required to pay. (An explanation for such percentage rate may be provided at Contractor's discretion.)

26. List all other sureties (name and full address) that have written bonds for Contractor's firm during the last five (5) years, including the dates during which each wrote the bonds:

27. During the last five (5) years, has Contractor's firm ever been denied coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

If "yes", provide details on a separate signed sheet indicating the date when Contractor's firm was denied coverage, the name of the company or companies which denied coverage, and the period during which no surety bond was in place.

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

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

32. List Contractor's Experience Modification Rate (EMR) (California's Workers' Compensation insurance) for each of the past three (3) premium years:
NOTE: An Experience Modification Rate is issued to Contractor annually by its workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year previous to previous year: _____

If Contractor's EMR for any of these three (3) years is or was 1.00 or higher, Contractor may, at its discretion, attach a letter of explanation.

33. Within the last five (5) years, has there ever been a period when Contractor had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes", please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "no", please provide a statement from Contractor's current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five (5) years. (If Contractor has been in business less than five (5) years, provide a statement from the workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that Contractor has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there ever been more than one occasion during the last five (5) years in which Contractor was required to pay either back wages or penalties for its failure to comply with the *state's* prevailing wage laws?

NOTE: This question refers only to Contractor's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes", attach a separate signed page describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees initially underpaid, and the amount of back wages and penalties Contractor was required to pay.

35. During the last five (5) years, has there been more than one occasion in which Contractor has been penalized or required to pay back wages for failure to comply with the *federal* Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If "yes", attach a separate signed page describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees initially underpaid, and the amount of back wages and penalties Contractor was required to pay.

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

37. If Contractor operates its own State-approved apprenticeship program:

- (a) Identify the craft(s) in which Contractor provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of Contractor's apprenticeship program(s).
- (c) State the number of individuals who were employed by Contractor as apprentices at any time during the past three (3) years in each apprenticeship and the number of persons who, during the past three (3) years, completed apprenticeships in each craft while employed by Contractor:

38. At any time during the last five (5) years, has Contractor been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: Contractor may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and Contractor, as general contractor on a project, had no knowledge of the subcontractor's violation at the time it occurred.

☐ Yes ☐ No

If "yes", provide the date(s) of such findings, and attach copies of the Department's final decision(s).

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

39. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three (3) years.⁴ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

- Project Name
- Location
- Owner
- Owner Contact (name and current phone number)
- Architect or Engineer
- Architect or Engineer Contact (name and current phone number)
- Construction Manager (name and current phone number)
- Description of Project, Scope of Work Performed
- Total Value of Construction (including change orders)
- Original Scheduled Completion Date
- Time Extensions (number of days)
- Actual Date of Completion

I, the undersigned, certify and declare that I have read all the foregoing answers to this qualification questionnaire and know its contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is correct.

Dated: _____ Contractor _____

⁴ Contractor may, using the same format, provide information about other projects that it has completed that are similar to the project for which it wishes to bid.

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)
)
County of Mendocino) ss.

_____, being first duly sworn, deposes
and says that he or she is _____ of

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

Signature

SECTION 00308

PUBLIC CONTRACT CODE QUESTIONNAIRE

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

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

☐ Yes ☐ No

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

SECTION 00310
BID FORM FOR
FT. BRAGG MATERIAL BINS COVER PROJECT
FOR MENDOCINO COUNTY

TO: Mendocino County Executive Office Purchasing Agent,

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 Ninety (90) 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 (\$_____)

ADDITIVE ALTERNATES *[if applicable]*:

“LOW BID WILL BE DETERMINED BY THE TOTAL AMOUNT OF THE BASE BID AND ANY CHOSEN ALTERNATES THAT ARE ACCEPTED.”

Additive Alternate #1: Provide County Logo Sign

Add _____ 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_____

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 #: _____

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

END OF SECTION

SUBCONTRACTORS LISTING FOR
FT. BRAGG DOT MATERIAL BINS COVER
FOR MENDOCINO COUNTY

| PORTION OF THE WORK | SUBCONTRACTOR'S NAME | LICENSE # | LOCATION |
|---------------------|----------------------|-----------|----------|
|---------------------|----------------------|-----------|----------|

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.SUBCONTRACTORS LISTING
00430-1

SECTION 00500

AGREEMENT FOR LUMP SUM BID

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

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

FIRST: CONTRACTOR shall furnish all labor, materials, equipment, mechanical workmanship, transportation, and services for the installation and completion of the Mendocino County Ft. Bragg DOT Yard Material Bins Cover 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 Ninety (90) working 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. Substitution Warranty
7. Coordination
8. Mock-Ups
9. Construction Temporary Facilities
10. Maintenance Materials
11. Drawings & Specifications
12. General and Technical Conditions of the Specifications
13. All modifications thereof incorporated before execution of the Contract

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

_____ Dollars (\$ _____).

This sum constitutes the bid for the following project components: Material Bins Cover, Backflow Prevention Device and Building Logo. This sum includes the following alternate bids:

Base Bid and Alternate No. 1

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

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

COUNTY OF MENDOCINO

DEPARTMENT FISCAL REVIEW:

DEPARTMENT NAME: _____

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

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

CARMEL J. ANGELO, Chief Executive Officer

By: _____
PURCHASING AGENT

INSURANCE REVIEW:

RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: _____
Deputy

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

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
MATERIAL BINS COVER

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 15th.
- C. Identify and mark Storm Drain Inlets and drainage features leading to storm drains or natural waterways.
- D. Identify and provide instruction and training to on site personnel responsible for installation and management of BMP's.

3.2 INSTALLATION

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

3.3 INSPECTION

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

END OF SECTION

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 Director of General Services or shall be accounted for by the Contractor before the final certificate will be issued.

6. PUBLIC AND COUNTY CONVENIENCE AND SAFETY

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

7. ACCIDENT PREVENTION

- A. It shall be the Contractor's responsibility to keep himself fully informed of all existing and future safety regulations, Codes, OSHA requirements, and other laws and regulations governing the work which may in any manner affect anyone in and around the project or engaged or employed in the work, or materials, equipment, etc. used in the work or which in any way affect the conduct of the work.
- B. The Contractor shall appoint a Safety Officer for the project and submit his name to the County.
- C. The Contractor shall supply the County with a Material Safety Data Sheet (MSDS) on each hazardous substance to be used by the Contractor on the project.
- D. The Contractor and his Safety Officer shall be solely responsible for insuring compliance with those Codes, regulations, OSHA requirements, and for discovering and correcting any code violations or unsafe conditions.
- E. Reports of all lost-time accidents shall be promptly submitted to the Owner, giving all pertinent information.

8. RESPONSIBILITY FOR DAMAGE

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

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

9. LAWS TO BE OBSERVED

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

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

- A. Federal Americans with Disabilities Act of 1990.
- B. Federal Labor Standards Act.
- C. The Anti Kick-Back regulations found in 29 CFR Part 3.
- D. All contract clauses required by 29 CFR 5.5 (a) and (c), 20 U.S.C. 1232b ; 40 U.S. C. 276a, 276c, 327-332; 29 CFR Parts, (926).
- E. Nondiscrimination clause and Certification of Non-Segregated Facilities prescribed by Executive Order No. 11246, September 24, 1965 as amended by Executive Order 11375.
- F. Executive Order No. 11288 of July 7, 1966 (31 FR 9261) "Prevention, Control and Abatement of Water Pollution".
- G. Executive Order 11988, relating to evaluation of flood hazards.
- H. Compliance with all Federal, State and local requirements for handicapped access, fire safety and seismic resistance.

10. BONDS REQUIRED

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

11. INSURANCE

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

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

A. INSURED

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

whether liability is attributable to the Named Insured or a combination of the Named Insured and the County of Mendocino, its elected or appointed officials, employees, agents and volunteers.

B. SEVERABILITY OF INTEREST

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

C. CONTRIBUTION NOT REQUIRED

Provide that as respects: (a) work performed by the Named Insured on behalf of the County of Mendocino; or (b) products sold by the Named Insured to the County of Mendocino; or (c) premises leased by the Named Insured from the County of Mendocino; or (d) ownership, operation, maintenance, use, loading or unloading of any vehicle owned, leased, hired or borrowed by the Named Insured, the insurance afforded by this policy shall be primary insurance as respects the County of Mendocino, its elected or appointed officials, employees, agents and volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the County of Mendocino, its elected or appointed officials, employees, agents and volunteers shall be excess of this insurance and shall not contribute with it.

D. COVERAGE BELOW MINIMUM REQUIRED NOTICE

Provide that the limits of insurance afforded by this policy shall not fall below the minimum requirements of the County of Mendocino without notice to the County of Mendocino by certified mail return receipt requested. Such notice shall be addressed to: County of Mendocino, Courthouse, 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:

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

On the twenty-fifth (25th) day of each month, the Contractor shall submit to the County an application for payment, using the forms supplied in Section 00505, showing an itemized statement for work that has been performed. The County within thirty (30) days of receipt of application, shall issue to the Contractor a certificate for ninety percent (90%) of the amount the County finds due for work that has been performed.

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

26. FINAL PAYMENT

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

27. PAYMENT WITHHELD

The County may withhold or, on account of subsequently discovered evidence, may nullify the whole or part of any certificates to such extent as may be necessary to protect the County from (1) defective work not remedied, (2) asserted claims against Contractor, (3) failure of the Contractor to make payments properly to employees or

for material or labor, (4) any reasonable doubt that the Contract work can be completed for the balance then unpaid, or (5) damage to another contractor.

28. FAULTY WORK AND MATERIALS

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

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

29. TEMPORARY SUSPENSION OF WORK

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

30. SAMPLES

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

31. CLEANING AND REMOVAL OF DEBRIS

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

32. OBSTRUCTIONS

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

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

33. SUPERINTENDENT IN CHARGE

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

34. STORAGE OF MATERIALS AND EQUIPMENT

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

35. GENERAL GUARANTY

Neither the final payment nor any partial payment, nor partial or entire use of the premises by occupancy by the County shall constitute an acceptance of the work not completed in accordance with the Contract. Final Payment or partial payment or partial or entire use of the premises by occupancy shall not relieve the Contractor of liability with respect to any warranties or responsibilities for faulty materials or workmanship. The Contractor shall remedy any defect in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period is specified elsewhere in these specifications. The County shall notify the Contractor of observed defects with reasonable promptness.

36. MATERIALS AND SUBSTITUTIONS

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

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

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

37. CONSTRUCTION, MATERIAL AND LABOR COST SCHEDULES

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

38. CONFERENCES

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

39. INSPECTION AND PAYMENTS - NOT ACCEPTABLE

The fact that the work and materials have been inspected by the County of Mendocino and payments on account have been made does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one (1) year from the date of the completion of the work by the Contractor and its acceptance by the County. [Five (5) years for roof.]

40. RETURN OF DRAWINGS AND SPECIFICATIONS

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

41. ARRANGEMENT OF SPECIFICATION SECTION

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

42. QUALITY OF MATERIALS AND LABOR

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

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

43. INCOMPETENT WORKERS

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

44. COUNTY TO DECIDE

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

45. CODES

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

46. PAYMENT OF FEDERAL, STATE OR LOCAL TAXES

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

47. LIMITATIONS OF HOURS OF WORK

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

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

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

49. LABOR CODE CLARIFICATION

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

50. NOTIFICATION OF READINESS FOR REQUIRED TESTS AND INSPECTIONS

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

51. RESPONSIBILITY FOR PROJECT SAFETY AND CONSTRUCTION TECHNIQUES

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

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. The Contractor shall use one of the blue line contract sets issued for construction for "Record" drawings. The set used must be complete, clean, and in good condition.

- 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.

Contractor Date

- 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 1 and 2 in all subcontracts to perform work under the Contract.

SECTION 00811

UNFORESEEN PHYSICAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 UNFORESEEN SITE CONDITIONS

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

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

1.3 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

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

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

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

HIDDEN CONDITIONS REPORT (HCR)

Mendocino County Ft. Bragg Material Bin Cover 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:

| | | | |
|------------------------------------|--|--|--------------------------------|
| <input type="checkbox"/> Site Work | <input type="checkbox"/> Structural | <input type="checkbox"/> Architectural | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Fire Protection | <input type="checkbox"/> Electrical | <input type="checkbox"/> Other |

Location and Reference to Drawing: _____

Conditions Reported: _____

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: _____

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.

END OF SECTION

SECTION 00851

DRAWING INDEX

Construction Drawings

| | |
|------|----------------------------------|
| T101 | Cover Sheet |
| C1 | Site Plan and Backflow Preventer |
| S101 | Structural Plan and Details |
| S102 | Structural Details |

City Use Permit Drawings

| | |
|----|----------------------------|
| A1 | Location Map and Site Plan |
| A2 | Floor Plan |
| A3 | 3-D Southwest View |
| A4 | 3-D Southeast View |
| A5 | Exterior Elevations |
| A6 | Section |

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work shall be performed at a Project site located on the Mendocino County Ft. Bragg DOT Yard, at 155 E. Busch St, Ft. Bragg, County of Mendocino.
- B. The Work of this Contract comprises construction of a cover for the existing road material bins and a backflow prevention device as per attached plans and per the Scope of Work below:

Scope of Work:

- 1. Work shall include but is not limited to, Construction of a structural steel cover for the existing road material bins, a back flow prevention device at the existing water meter, and all appurtenant work required under the Contract Documents.
- 2. Additional requirements of all parties to the Contract are included in the Contract Forms and Conditions of the Contract part of the Project Manual.
- 3. If certain features or systems are not fully shown or called for in the Contract Documents, their construction shall be of the same character and quality as for similar conditions that are shown, called for, or reasonably inferred.
- 4. Contractor shall provide all labor, equipment, and materials that are required to provide a complete properly operating and safe site. The extent of the work as indicated on the Drawings and as described in the Specifications shall include all that may be reasonably inferred to be required for proper execution or installation of work and for complete systems.
- 5. Should the General Conditions or Contract Documents contradict themselves, Contractor shall provide the more stringent or higher quality or quantity unless otherwise accepted by County.
- 6. The Drawings shall be recognized as diagrammatic in nature and not completely descriptive of all requirements for construction. Whatever work may be specified, and not drawn, or drawn and not specified, is to be executed as fully as if described in both these ways; and should any workmanship or material be necessary which is not either directly or indirectly noted in these specifications, or shown on the Drawings, but is nevertheless necessary for the purpose of properly carrying out the obvious intention thereof, Contractor is to understand the same to be implied, and is to provide for the same in its bid, as fully as if it were particularly described or delineated.

1.3 TYPE OF CONTRACT

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

1.4 PRECEDENCE OF DOCUMENTS

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

1.5 USE OF PREMISES

- A. General: Comply with requirements in General Conditions.
- B. Area available for Contractor's use for work and storage is limited to the area directly adjacent to the location of the work being performed. The site will be in continuous use by the County.
- C. Fire Department Access: Contractor's use of premises shall not limit required Fire Department access.

1.6 EXAMINATION

- A. General: As stipulated in Document 00100, Contractor is responsible for inspection of the existing site conditions prior to bidding and shall include in the contract price any and all work not specifically noted in the Contract Documents but required to complete the work shown as a result of Contractor's inspection. All such work shall be included in the bid.
- B. Persons performing work shall examine conditions that affect their work and shall report in writing to Contractor, with a copy to County, conditions detrimental to work.
 - 1. Failure to examine and report makes the person responsible, at no increase in the Contract Sum, for corrections necessary for the proper installation of their work.
 - 2. Commencement of Work constitutes acceptance of existing condition.
- C. Field Verification: Contractor shall verify all existing conditions in the field prior to commencing the Work.

1.7 PERMITS FOR WORK

A permit for the work has been secured by The County; it is the Contractor's responsibility to comply with all permit requirements including submittals, scheduling and passing all inspections including the final inspection.

1.8 USE AND OCCUPANCY BY COUNTY PRIOR TO COMPLETION

County will continue to use and occupy all portions of the project site not specifically required for the completion of this contract under the conditions stipulated in the General Conditions and the following:

- A. Contractor will not be held responsible for any damage to the occupied portion of the site directly resulting from County's occupancy.
- B. Access by County shall not be deemed to constitute a waiver of existing claims on behalf of County or Contractor against each other.
- C. Contractor shall maintain utility services, and other operational systems that are under his control in usable condition as required for County operations at all times. The Contractor shall advise the County of any interruptions in services required to complete the work.
 - 1. Contractor shall be responsible for the operation and maintenance of such equipment while it is so operated until all of the Work is totally complete and accepted.
 - 2. County shall assume operation and maintenance of such equipment when the entire Project is accepted.
- D. Occupancy of portions of the site shall not, in itself, indicate acceptance of all Work in areas of occupancy or indicate acceptable completion of the Work in total.

1.9 LISTING OF RELATED WORK

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

1.10 REQUEST FOR INFORMATION (RFI)

- A. Requirement: It is Contractor's responsibility to review Contract Documents well 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.
 - 1. Contractor shall promptly notify County in writing of any discrepancies, and shall not proceed with the Work until such discrepancies have been resolved. Electronically submitted RFI are accepted and encouraged to expedite forwarding and response times.
 - 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.
- B. Contractor shall prioritize RFI's and request a response based on its most current and accepted CPM schedule.
 - 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.

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.
5. The RFI form shall be used for interpretation or clarification of the Contract Documents only.

C. Reply:

1. County will endeavor to reply to all RFI's promptly as work schedule of the consultants allows; generally no later than fifteen (10) 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 1.07.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

REQUEST FOR INFORMATION (RFI)

Mendocino County {Project Name}

RFI No. _____

Submitted By: _____ Date: _____

| | <i>Ctr to PM</i> | <i>PM to Arch</i> | <i>Arch to PM</i> | <i>PM to Ctr</i> |
|------------|------------------|-------------------|-------------------|------------------|
| Date Sent: | _____ | _____ | _____ | _____ |

| | | | | |
|----------------|-------|-------|-------|-------|
| Date Received: | _____ | _____ | _____ | _____ |
|----------------|-------|-------|-------|-------|

Type of Information Requested:

| | | | |
|------------------------------------|--|--|--------------------------------|
| <input type="checkbox"/> Site Work | <input type="checkbox"/> Structural | <input type="checkbox"/> Architectural | <input type="checkbox"/> HVAC |
| <input type="checkbox"/> Plumbing | <input type="checkbox"/> Fire Protection | <input type="checkbox"/> Electrical | <input type="checkbox"/> Other |

Spec. Section: _____ Paragraph(s): _____

Drawing Sheet: _____ Detail(s): _____

Information Requested: _____

μ Mark this circle if the RFI can be answered by Contractor's review of the documents. Reply with location(s) where the information can be obtained.

Reply: _____

By: _____ Firm: _____ Date: _____

The reply is a clarification or an interpretation of the Contract Documents. No change in the Contract Sum or Time is authorized. The Contractor shall notify the County in the event the Contractor believes the response to the RFI will result in additional costs. The Contractor shall comply with the requirements of Article 2.06 and 2.07 of the General Conditions regarding notice and submittal of an RFC. See Specification Section 01010 for the timeliness of reply.

SECTION 01100

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

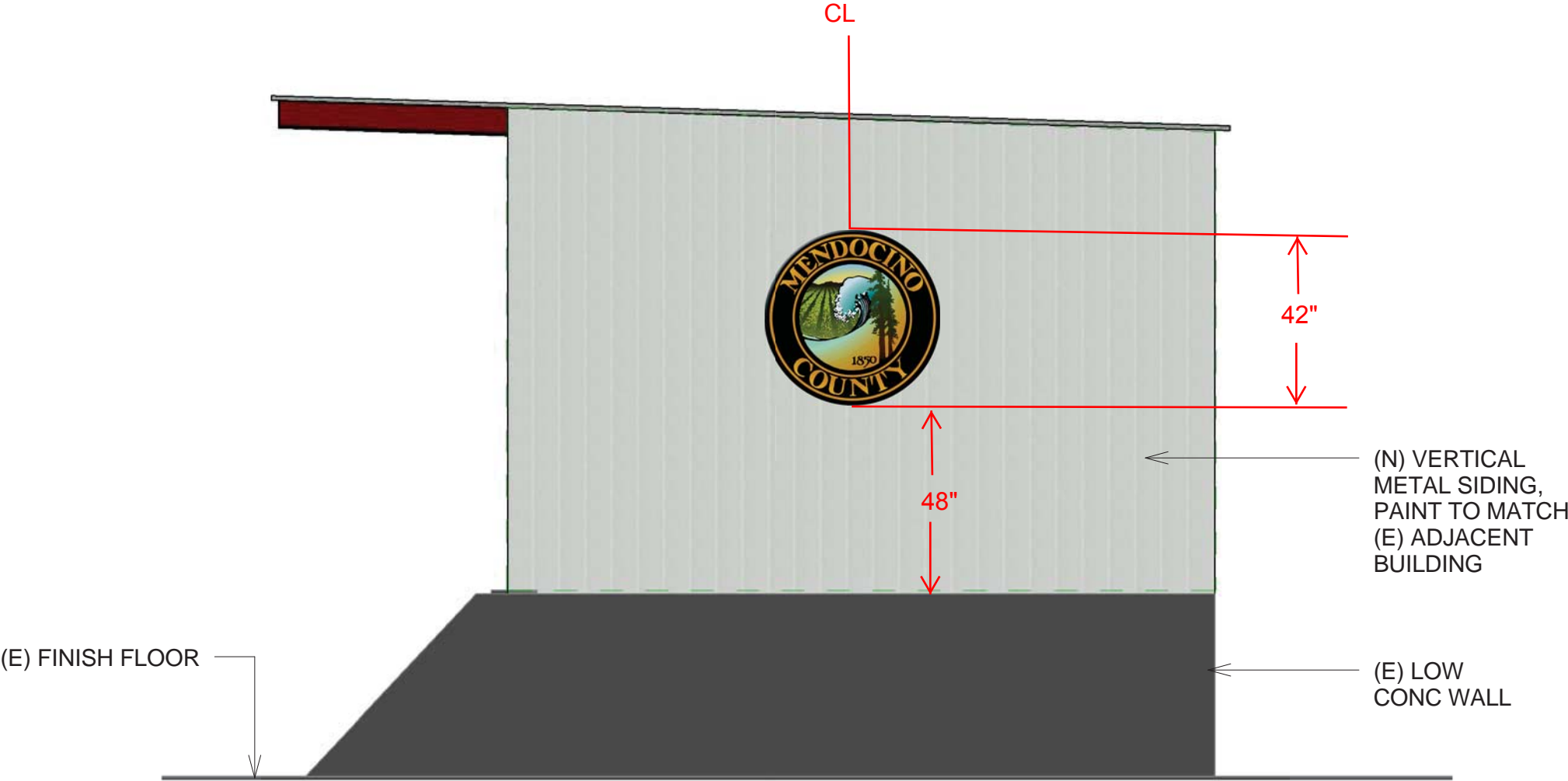
- A. The Alternate proposals as described herein shall state the net sum to be added to the lump sum in the event that the Alternate proposal is accepted. Dollar amounts for Alternate proposals shall be inserted in the "Form of Proposal."
- B. The Board reserves the right to accept or reject any or all Alternate proposals.
- C. Include in each Alternate proposal all changes in cost resulting in the work of all trades affected thereby. Work shall be performed in accordance with drawings and specifications affected unless otherwise specified.
- D. Each bidder shall determine to its own satisfaction the full extent to which the Work is affected by each Alternate proposal and shall make full and proper allowance therefore in preparation of its proposal.

1.2 ALTERNATES

- A. Alternate No. 1: Provide County Logo Sign
 - 1. Provide and install County Logo Sign as shown on the Alternate 1 drawings. Logo shall be adhered to a rigid PVC substrate and securely fastened to the building as shown.

END OF SECTION

ALTERNATE No. 1





SECTION 02230
UTILITY TRENCH BACKFILLING

PART 1 – GENERAL

1.1 DOCUMENTS

The General Conditions, Supplementary Condition, and applicable portions of Division 1 of the Specifications are part of this Section, as well as City of Ft. Bragg Standard details and specifications.

1.2 SCOPE

Work shall consist of backfill for utility trenches.

1.3 SHORING

Utility trenches greater than four feet in depth shall be shored in accordance with the State of California Safety regulations.

PART 2 – MATERIALS

2.1 GENERAL AND SELECT BACKFILL MATERIAL

All utility trench backfill material shall be free of perishable material and rocks or lumps greater than three inches in dimension. Trench backfill material in select fill areas and asphalt paved areas shall meet the requirements for select fill. Use slurry concrete mix where noted on the details.

2.2 GRANULAR BACKFILL MATERIAL

If Contractor elects to use imported granular material, it shall be non-expansive and/or rock material conforming to the following requirements:

| Sieve Size | Percent Passing |
|------------|-----------------|
| 4-inch | 100 |
| 2-inch | 90-100 |
| 3/8-inch | 30-100 |
| No. 4 | 10-100 |
| No. 40 | 0- 40 |
| No. 200 | 0- 15 |

Plasticity Index - 15 percent maximum

PART 3 – EXECUTION

3.1 PLACEMENT AND COMPACTION

General and select utility trench backfill shall be placed in layers eight inches or less in loose thickness, moisture conditioned as required and compacted. Within select fill areas and the upper two feet (below sub-grade) in paved areas, utility trench backfill shall be compacted as specified

for compacted fill. Upper 12" of backfill in utility trenches within paved areas shall be compacted to at least 95% relative compaction. Use 90% compaction at all trenches except at landscape areas which can be 85%.

Jetting or flooding will not be allowed within select fill and paved areas.

Granular backfill, if used, shall be placed in layers 12 inches or less in loose thickness and compacted with vibrating or other approved equipment to the specified degrees of relative compaction or to equivalent relative density, as required by the Geotechnical Engineer. For purposes of this specification, 90% relative compaction is the equivalent of 50% relative density and 85% relative compaction is the equivalent of 25% relative density.

3.2 TESTING

See Section 02000, Paragraph 1.09.

The Geotechnical Engineer shall perform field and laboratory tests to evaluate quality, degree of relative compaction and percent moisture content of the backfill materials used.

3.3 CLEAN UP

Remove all debris resulting from the work of this Section.

END OF SECTION

SECTION 02601
CITY BACKFLOW REQUIREMENTS

PART 1 – GENERAL

1.1 DOCUMENTS

The General Conditions, Supplementary Condition, and applicable portions of Division 1 of the Specifications are part of this Section, as well as City of Ft. Bragg Standard details and specifications.

1.2 SCOPE

Work shall consist of installation of City of Ft. Bragg required reduced pressure backflow prevention device.

1.3 SUBMITTALS

- A. The specification sheets for the selected backflow assembly models need to be submitted to the Public Works Department for review. The assembly shall be installed above grade where they can be easily accessed.
- B. Upon approval by the City, your selected backflow assemblies may be installed.
- C. If you have any questions or need further assistance, please feel free to contact the City of Ft. Bragg Public Works Department at (707) 961-4141.

PART 2 – MATERIALS

2.1 PRODUCT SELECTION

The contractor shall select a backflow assembly model from the USCFCCC&HR approved list that is appropriate for the project.

PART 3 – EXECUTION

3.1 INSTALLATION

Installation of Reduced-pressure backflow preventer shall be in conformance with City of Ft. Bragg Standard Detail No. 510, attached hereto.

3.2 TESTING

- A. The contractor will coordinate to have the newly installed backflow preventers tested for proper function by a certified tester. Attached is a tester resource list for our area, along with a blank test report that must be submitted to the City upon completion.
- B. Prior to finalizing your project, City staff will also inspect the physical installation of the new backflow assemblies. Enclosed is a Public Works Inspection Report which needs to be completed during the city inspection (by Public Works staff) and returned to City Hall. Please call City of Ft. Bragg Public Works to coordinate this inspection.

3.3 CLEAN UP

Remove all debris resulting from the work of this Section.

END OF SECTION



REDUCED-PRESSURE BACKFLOW PREVENTER

STD. NO.
510

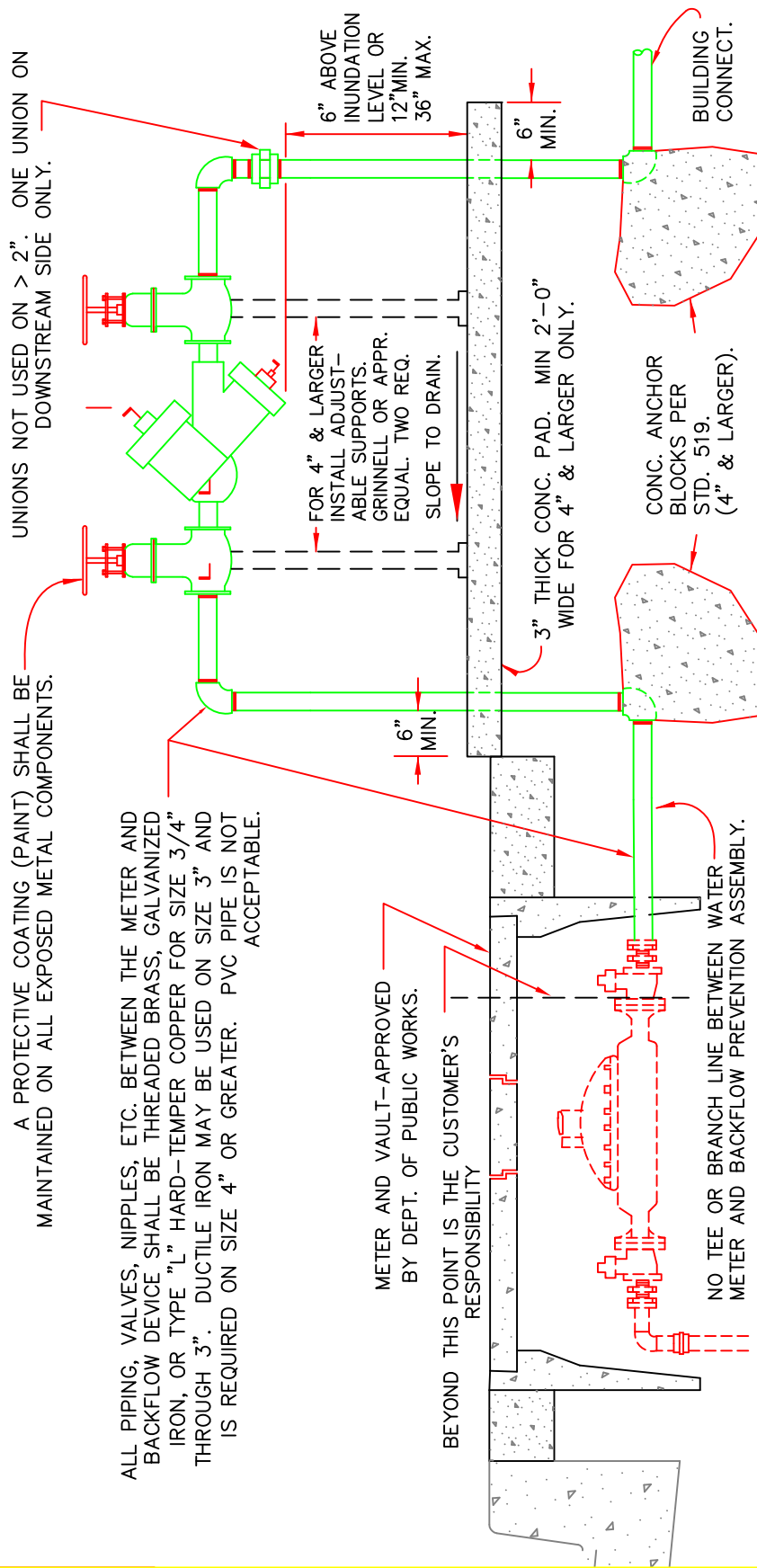
SCALE: NONE

DRAWN: LBP

CHK: MC

APPVD: DWG

DATE: APRIL 2012



NOTES:

1. REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY SHALL BE APPROVED BY UNIVERSITY OF SOUTHERN CALIFORNIA FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH (USCFCCC & HR). THE ASSEMBLY SHALL ONLY BE INSTALLED IN THE ORIENTATION APPROVED BY USCFCCC & HR. ANY FIELD MODIFICATIONS ARE PROHIBITED.
2. ANY COVER OR SCREENING FOR BACKFLOW PREVENTION ASSEMBLY MUST BE APPROVED BY THE DEPT. OF PUBLIC WORKS PRIOR TO INSTALLATION.
3. INSTALLATION OF THERMAL EXPANSION EQUIPMENT, AS REQUIRED BY THE CALIFORNIA PLUMBING CODE, IS RECOMMENDED. (A BACKFLOW PREVENTION ASSEMBLY CREATES A CLOSED PLUMBING SYSTEM.)
4. SEE STANDARD 500 FOR CONSTRUCTION NOTES.
5. PIPING FROM THE REDUCED PRESSURE PRINCIPAL BACKFLOW PREVENTION ASSEMBLY & THE REDUCED PRESSURE BACKFLOW PREVENTER VALVE ASSEMBLY MUST BE THE SAME SIZE AS THE SERVICE LINE UNLESS OTHERWISE APPROVED BY THE DEPT. OF PUBLIC WORKS.
6. SIDE CLEARANCE FOR TESTING AND MAINTENANCE SHOULD BE AT LEAST 24 INCHES.
7. BACKFLOW PREVENTION ASSEMBLY AND ALL EXPOSED PIPING SHALL BE KEPT FREE OF RUST. ALL EXPOSED FERROUS METAL SURFACES SHALL BE PAINTED.
8. WHEN NECESSARY, THE BACKFLOW PREVENTION ASSEMBLY SHOULD BE PROTECTED FROM VEHICLE DAMAGE.
9. PIPE UNIONS SHALL BE USED ON 2" AND SMALLER PIPING, ONLY.



CITY OF FORT BRAGG

Incorporated August 5, 1889

416 N. Franklin Street, Fort Bragg, CA 95437 Phone: (707) 961-2823 Fax: (707) 961-2802

BACKFLOW PREVENTION INSTALLATION PUBLIC WORKS INSPECTION REPORT

Customer Name: _____

Service Address: _____

GPS Coordinates: _____

Service Size: _____

| Service Type: | Domestic | Irrigation | Fire |
|---------------|----------|------------|------|
|---------------|----------|------------|------|

| | | | | |
|-------------------------|----|----|-------------|-------------|
| Assembly Type Required: | RP | DC | RPDA (Fire) | DCDA (Fire) |
|-------------------------|----|----|-------------|-------------|

| | | | | |
|--------------------------|----|----|-------------|-------------|
| Assembly Type Installed: | RP | DC | RPDA (Fire) | DCDA (Fire) |
|--------------------------|----|----|-------------|-------------|

Manufacturer: _____ Model Number: _____

Serial Number: _____ Assembly Size: _____

Location Description: _____

| | | |
|-----------------------------------|-----|----|
| Lead Free? (Required on Domestic) | Yes | No |
|-----------------------------------|-----|----|

| | | |
|--|-----|----|
| Assembly is installed between 12 inches and 36 inches above grade? | Yes | No |
|--|-----|----|

| | | |
|---|-----|----|
| Assembly is installed as close to the meter as practical? | Yes | No |
|---|-----|----|

| | | |
|---|-----|----|
| Are there any pipe tees or branch lines between meter and assembly? | Yes | No |
|---|-----|----|

| | | |
|---|-----|----|
| Is there adequate horizontal clearance for testing and maintenance? | Yes | No |
|---|-----|----|

| | | |
|---------------------------|-----|----|
| Installation is approved? | Yes | No |
|---------------------------|-----|----|

Inspected by: _____ Date: _____

Reviewed by: _____ Date: _____



CITY OF FORT BRAGG

Incorporated August 5, 1889
416 N. Franklin Street
Fort Bragg, CA 95437
Phone: (707) 961-2823
Fax: (707) 961-2802

Backflow Prevention Assembly Tester Resource List*

Bruce Lawrason
North Coast Plumbing
CA-NV AWWA Tester #13011
161 N Main St., Fort Bragg, CA 95437
Office: (707) 964-2783
Fax: (707) 964-0038

Rio Russell
Licensed Water Operator
CA-NV AWWA Tester #13711
P.O. Box 211, Elk, CA 95432
Office: (707) 877-1767
Cell: (707) 485-4075
Email: riorussell@mcn.org

Daniel Sypriano
Fort Bragg Plumbing
CA-NV AWWA Tester #12937
489 S. Harrison St., Fort Bragg CA 95437
Office: (707)-964-9118
Fax: (707)-964-1404

John Graham
Graham Backflow Services
CA-NV AWWA Tester #04217
P.O. Box 601, Forest Ranch, CA 95942
Office/Fax: (707) 666-9775
Cell: (530) 513-4699
Email: fortbraggbackflow@gmail.com

*Please be advised that only test results from testers that meet certain minimum requirements will be accepted by the City of Fort Bragg (City). The list that is provided by the City is not an endorsement of any firm, nor is it a guarantee/warranty of their work. This list is provided to our customers without any obligation on behalf of the customer to use their services. The City has no financial interest in any of the firms listed as testers. In order to be included on this list, a tester must demonstrate certification from California- Nevada Section American Water Works Association (CA-NV AWWA) as a Backflow Prevention Assembly Tester, certification/calibration of their testing equipment, and maintain a City business license. The list is nonexclusive, so there may be testers that meet these requirements that are not on the list. The City reserves the right to include or remove any tester from this list without notice or cause. The list is provided to the customer merely as a service to identify testers who meet these general requirements and work in the area.

City of Fort Bragg

416 N. Franklin
Fort Bragg, CA 95437
Phone: (707) 961-2823



Backflow Prevention Assembly Test Report

Service Address

CWS #: **CFB231001**

Serial #:

Manufacturer:

Model:

Type:

Size:

Protection:

☐ Service

☐ Internal

Mailing Address

Assembly Location

| | | | | |
|---------------------|--|--|---|--|
| | Reduced Pressure Principle Assembly | | | RP <input type="checkbox"/> DCDA <input type="checkbox"/> DC <input type="checkbox"/> RPDA <input type="checkbox"/> PVB <input type="checkbox"/> Air Gap <input type="checkbox"/> SVB <input type="checkbox"/> AVB <input type="checkbox"/> |
| | Double Check Valve Assembly | | | |
| | Check Valve #1 | Check Valve #2 | Relief Valve | PVB/SVB |
| Initial Test | Leaked <input type="checkbox"/> Closed Tight <input type="checkbox"/> Held at _____ PSID | Leaked <input type="checkbox"/> Closed Tight <input type="checkbox"/> Held at _____ PSID | Did not Open <input type="checkbox"/> Opened at _____ PSID | AIR INLET Did not Open <input type="checkbox"/> Opened at _____ PSID |
| Repairs | Cleaned <input type="checkbox"/> Replaced <input type="checkbox"/> | Cleaned <input type="checkbox"/> Replaced <input type="checkbox"/> | Cleaned <input type="checkbox"/> Replaced <input type="checkbox"/> | CHECK VALVE Leaked <input type="checkbox"/> Held at _____ PSID |
| Details | | | | Cleaned <input type="checkbox"/> Replaced <input type="checkbox"/> |
| Final Test | Closed Tight <input type="checkbox"/> Held at _____ PSID | Closed Tight <input type="checkbox"/> Held at _____ PSID | Opened at _____ PSID | AIR INLET Opened at _____ PSID CHECK VALVE Held at _____ PSID |

Comments

The above report is certified to be true.

Line Pressure _____

Meter Reading _____

Held Backpressure _____

#2 Shutoff _____

Relief Valve Exercised _____

| | Date/Time | Tester | Signature | Tester # | Test Kit | Passed | Failed |
|---------------------|-----------|--------|-----------|----------|----------|--------------------------|--------------------------|
| Initial Test | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Repairs | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Final Test | | | | | | <input type="checkbox"/> | <input type="checkbox"/> |

SECTION 05500

METAL FABRICATIONS

PART 1 – GENERAL

1.1 SUMMARY

- A. Provide the following miscellaneous metal fabrications as indicated on the Drawings but not limited to, and as necessary for complete and proper installation for the following:
 - 1. Structural and cold formed steel members.
 - 2. Structural roof deck and siding panels.
 - 3. Miscellaneous clips, angles, backing plates, framing and supports, and other items as required to install the work.
- B. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these Specifications. Contractor and Subcontractor shall be responsible for identifying and including all related work in other Sections of these Specifications and/or drawings necessary for a complete installation of the work described in this Section. These related Sections include but are not limited to the following:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
 - 2. Section 09900 - Painting.

1.2 QUALITY ASSURANCE

- A. American Institute of Steel Construction (AISC):
 - 1. "Specifications for the Design, Fabrication, and Erection of Structural Steel Buildings," including "Commentary on the AISC Specification."
 - 2. "Specification for the Design of Cold-Formed Steel Structural Members."
- B. American Welding Society (AWS):
 - 1. D1.1: "Structural Welding Code."
 - 2. D1.3: "Structural Welding Code - Sheet Steel."
- C. American Society for Testing and Materials (ASTM):
 - 1. ASTM A6: "General Requirements for Delivery of Rolled-Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use."
 - 2. ASTM A123: "Standard Specifications for Zinc (Hot-Dip Galvanized Coatings on Iron and Steel Products."
- D. Welding procedures, welders, welding operations, and tackers shall be qualified in accordance with the AWS "Standard for Welding Procedure and Performance Qualifications," B2.1.
 - 1. Comply with AWS publication "Welding Zinc Coated Steel" for galvanized

products.

E. Design Criteria:

1. Work shall be designed to support normally imposed loads and conform to AISC requirements.
2. Built-up parts shall not exhibit warp.
3. Weather-exposed joints shall be formed to drain or exclude moisture and water.

1.3 SUBMITTALS

- A. Procedures: In accordance with Section 01300.
- B. Product Data: Manufacturer's specifications, load tables, dimension diagrams, anchor details, and installation instructions for products to be used in the fabrication of work, including paint and grout products.
- C. Shop Drawings: Submit large-scale drawings for the fabrication and erection of assemblies which are not completely shown by manufacturer's data sheets.
1. Include plans and elevations and include details of sections and connection; show anchorage and accessory items.
 2. Provide setting drawings, templates, instructions, and directions for installation of anchorage devices.
 3. Indicate shop and field welds by AWS "Symbols for Welding, Brazing and Non-destructive Examination," A2.4.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect steel members from corrosion.
- B. Store packaged materials in their original unbroken packages or containers.

1.5 SITE CONDITIONS

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication. Do not delay job progress; allow for trimming and fitting where necessary.

1.6 SEQUENCING AND SCHEDULING

- A. Scheduling, Sequencing:
1. Ensure timely fabrication of items to be embedded or enclosed by other work.
 2. Furnish information and assistance required for locating embedded items and be responsible for proper location.
 3. Obtain information from plumbing, mechanical and other trades relating to any required openings in this work prior to commencing fabrication.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Steel Shapes, Bars, and Plates: ASTM A36.
- B. Architectural and Miscellaneous Steel: ASTM A283, grade optional.
- C. Steel HSS Posts: ASTM A50 Grade B
- E. Hot-Rolled Carbon-Steel Bars: ASTM A575, grade as selected by fabricator.
- F. Pipe Bollards: 4" Schedule 40 Steel with Cap, ASTM A53 Grade B.
- G. Expansion Bolts: Hilti Kwik-Bolt ICBO Report No. 4627, Rawl, or approved equal reverse cone, self-wedging, expansion type.
- H. Powder Actuated Devices (PAD): Tempered steel pins with special corrosion-resistant finish. Hilti Fastening Systems, Rawl, or approved equal.
- I. Typical Unfinished Bolts, Nuts, and Washers: Low carbon steel standard fasteners externally and internally threaded, ASTM A307, malleable washers.
- J. Light Gauge Metal Framing: ASTM A653 SS Grade 50 Class 1, Primed.
- K. Roof and Wall Panels: 24 gauge structural deck with factory applied Kynar finish. Vercor Decking, Inc "G90 Deep Vercor", MBCI "7.2" or equal.
- L. Fasteners:
 - 1. Provide zinc-coated fasteners with galvanizing complying with ASTM A153 for exterior use or where built into exterior walls.
 - 2. Select fasteners for the type, grade, and class required for the installation of metal-fabrication items.
- M. Nonshrink Grout: US Grout Corporation "Five Star," Sonneborn "SonogROUT," or Master Builders "Masterflow 713;" nonmetallic, nonstaining, premixed grout or equal.
- N. Epoxy: Simpson Set XP or equal.
- O. Welding Materials: AWS D1.1, type required for materials being welded.
- P. Prime Paint: Primer containing no chlorinated solvents, lead, or chromates, and meet or exceed the performance of MIL-P-28577B or Tnemec Series 18 or Frazee.
 - 1. Primer paint shall be compatible with required finish coat.
 - 2. Coordinate primer selection with finish paint requirements specified in Section 09900.
 - 3. Pretreat galvanized surfaces to receive paint finish with conversion coating.
- Q. Galvanizing-Repair Paint: High-zinc-dust-content paint for regalvanizing welds in galvanized steel.

2.2 FABRICATION, GENERAL REQUIREMENTS

- A. Use materials of size and thicknesses shown or required to produce adequate strength and durability in the finished product for the intended use.

- B. Work to dimensions shown or as required.
 - 1. Fit and shop assemble in largest practical sections for delivery.
- C. Use the type of materials shown or specified for the various items of work.
- D. Form exposed work true to line and level with accurate angles and surfaces and straight, sharp edges.
 - 1. Form bent metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- E. Welding: Provide type and alloy of filler metal and electrodes as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
 - 1. Use electric shielded-arc process according to AWS D1.1 and UBC 27-6.
 - 2. Maintain shape and profile of item welded.
 - 3. Prevent heat blisters, run-throughs, and surface distortions.
 - 4. Welds Normally Exposed to View in Finished Work: Make uniform and grind smooth.
 - 5. Watertight Welds: Make continuous, free of voids, or cracks.
 - 6. Exposed Welds: Remove burrs, flux, welding oxide, air spots, and discoloration; grind smooth, polish, or otherwise finish to match material welded.
 - 7. Field welding of interior items or exterior items encased in concrete will be permitted; field welding of exposed exterior items will not be permitted.
- F. Provide anchorage devices and fasteners where necessary for securing metal fabrications to in-place construction, including threaded fasteners for concrete and masonry inserts, toggle bolts, through bolts, lag bolts, and other connectors as required.
- G. Except as otherwise indicated, use Phillips flathead (countersunk) screws or bolts for exposed fasteners.
 - 1. Fabricated and space anchoring devices as required to provide adequate support for intended use of work.
- H. Finish Schedule:
 - Clean and touch-up Primer, Paint all exposed ferrous metal per section 09900 - Painting.
- I. Shop Painting: Shop-prime work, except those members or portions of members to be embedded in concrete; surfaces and edges to be field welded; and galvanized surfaces, unless otherwise indicated.
 - 1. Minimum Cleaning Requirements: In accordance with Structural Steel Painting Council (SSPC) SP3 "Power Tool Cleaning."
 - 2. After surfaces are properly cleaned, provide one shop coat at the rate of application as recommended by paint manufacturer.
 - 3. Coat surfaces with primers compatible with finish coats specified in Section

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions under which metal fabrication items are to be installed.
 - 1. Notify Architect of conditions detrimental to the proper and timely completion of the Work.
 - 2. Do not proceed with the Work until conditions are satisfactory.

3.2 PREPARATION

- A. Furnish setting drawings, diagrams, templates, instructions, and directions for installation of anchorages which are to be embedded in concrete construction.
 - 1. Coordinate delivery of items to the Project site.

3.3 INSTALLATION

- A. Obtain Architect's review prior to site cutting or making adjustments which are not part of scheduled work.
- B. Set work accurately in location, alignment, and elevation; plumb, level, true, and free of rack; measured from established lines and levels.
- C. Make provision for erection stresses by temporary bracing; keep work in alignment.
- D. Replace items damaged in course of installation.
- E. Supply items requiring to be cast into or embedded in other materials to appropriate trades.
- F. Perform field welding in accordance with AWS D1.1.
 - 1. Grind joints smooth.
 - 2. Do not weld, cut, or abrade surfaces of exterior units which have been hot-dip galvanized after fabrication and are intended for bolted or screwed field connections.
 - 3. Protect and clean areas surrounding welds.
- G. Touch-up Painting:
 - 1. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting.
 - 2. Apply by brush or spray to provide a minimum dry-film thickness of 2.0 mils.
 - 3. Touch up galvanized surfaces as specified above.

END OF SECTION 05500

09900
PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on interior and exterior substrates.
 - 1. Steel.
 - 2. Shop primed steel.
 - 3. Galvanized metal.
 - 4. Wood.

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.

- C. Product List: **All interior paint products must meet approval of County Risk Management for odor and VOC content.** For each product indicated, include the following:
1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 2. Printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 3. VOC content.
 4. MSDS.

1.5 DELIVERY, STORAGE, AND HANDLING

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

1.6 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 PAINT, GENERAL

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

2.2 METAL PRIMERS

- A. Exterior Primer, Alkyd, Anti-Corrosive for Metal: MPI #79.
- B. Interior Primer, Alkyd, Quick Dry, for Metal: MPI #76.

2.3 WOOD PRIMERS

- A. Exterior Primer, Alkyd for Exterior Wood: MPI #5.

2.4 SOLVENT-BASED PAINTS

- A. Alkyd, Quick Dry, Steel, Semi-gloss, (Gloss Level 5): MPI #81
- B. Alkyd, Exterior, Wood or Steel, Semi-gloss, (Gloss Level 5): MPI #94.

2.5 EXTERIOR LATEX PAINTS

- A. Latex, Exterior, Low Sheen (Gloss Level 3-4) MPI #15

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- B. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer.
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Wood Substrates:
1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
 2. Sand surfaces that will be exposed to view, and dust off.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

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

3.5 EXTERIOR PAINTING SCHEDULE

- A. Steel Substrates:
 - 1. Alkyd System:
 - a. Prime Coat: Primer, alkyd, anticorrosive for metal, MPI #79.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Alkyd, Quick Dry Semi-gloss, MPI #81.
- B. Galvanized-Metal Substrates:
 - 1. Alkyd System:
 - a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Alkyd, exterior, flat (Gloss Level 5), MPI #8.
- C. Wood Substrates: Including exposed plywood.
 - 1. Alkyd System:
 - a. Prime Coat: Primer, alkyd for exterior wood, MPI #5.
 - b. Intermediate Coat: Alkyd, Exterior to match topcoat.
 - c. Topcoat: Alkyd, Exterior Semi-gloss, MPI #94.

END OF SECTION