



COUNTY OF MENDOCINO

FACILITIES DIVISION

**MENDOCINO COUNTY DETENTION FACILITY
EXERCISE YARD FENCE RETROFIT**

931 LOW GAP ROAD

UKIAH, CALIFORNIA 95482

BID DOCUMENTS

JULY 24, 2017

PROJECT LOCATION:
COUNTY OF MENDOCINO
Mendocino Co. Detention Facility
931 Low Gap Road
Ukiah, CA 95482

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

SECTION 00002

PROJECT DIRECTORY

Project: Mendocino County Detention Facility Exercise Yard Fence Retrofit
931 Low Gap Road, Ukiah, CA 95482

Owner: County of Mendocino
851 Low Gap Road
Ukiah, CA 95482

County Project Manager: John C. Johnson
Facilities & Fleet Division
851 Low Gap Road
Ukiah, California 95482
Phone: (707) 234-6073
johnsonj@co.mendocino.ca.us

SECTION 00005

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SECTION 00020

NOTICE INVITING BIDS

Notice is hereby given that sealed bids will be received at the Facilities and Fleet Division Office, County of Mendocino, 851 Low Gap Road, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall of the Facilities and Fleet Division Office, on Thursday, August 17, 2017 at which time they will be publicly opened and read aloud in the Facilities and Fleet Division Office, County of Mendocino, 851 Low Gap Road, Ukiah, California for the following project:

MENDOCINO COUNTY DETENTION FACILITY EXERCISE YARD FENCE RETROFIT

License Required for this Project is: "C-13" License

Electronic Plans and Documents may be seen at, 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 non-mandatory pre-bid conference will be held on Monday, August 7, 2017 at 10:00 a.m. at the Project site, 931 Low Gap Road in Ukiah, CA 95482.

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 **Mendocino County Detention Facility Exercise Yard Fence Retrofit** 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, August 17, 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 "C-13" License.
- B. Pursuant to Mendocino County Code Section 6.0 – Business Licenses and Regulations, prior to contract award, the contractor shall supply a copy of their current County of Mendocino business license.

1.3 SECURING OF PLANS AND DOCUMENTS - FEES

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

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

1.4 BIDS

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

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

1.5 PRE-BID CONFERENCE AND SITE ACCESS

- A. **A non-mandatory pre-bid conference will be held on Monday, August 7, 2017 at 10:00 a.m. at the site, 931 Low Gap Road in Ukiah, CA 95482.**
- 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 one hundred eighty (180) 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 Seventy (70) 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 STATEMENT

PART 1. BIDDER 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: _____

Date of commencement of business: _____

If the firm is a corporation, Provide the names of all officers plus other shareholders constituting at least 51% of outstanding shares.

| Corporate Officers and Owners | Title | Percent Ownership |
|-------------------------------|-------|-------------------|
|-------------------------------|-------|-------------------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Date incorporated: _____ Under the laws of the State of: _____

Contractor's License Number(s):

| License No. | Classifications | Expiration | Qualifying Individual |
|-------------|-----------------|------------|-----------------------|
|-------------|-----------------|------------|-----------------------|

| | | | |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

DIR Registration Number: _____

PART 2.

ESSENTIAL REQUIREMENTS FOR QUALIFICATION

The Contractor will be immediately disqualified if the answer to any of questions 1 through 4 is “no”.

The Contractor will be immediately disqualified if the answer to any of questions 5 through 8 is “yes”.

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 current liability insurance policy meeting the minimum requirements set forth in Specification Section 00700 – Informal General Conditions Chapter 11 Insurance.
☐ 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 is registered with the Department of Industrial Relations as required by Labor Code Section 1771.1.
☐ Yes ☐ No
5. Has Contractor's license been revoked at any time in the last five (5) years?
☐ Yes ☐ No
6. 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
7. At the time of submitting this bid, 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
8. 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

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

MENDOCINO COUNTY DETENTION FACILITY EXERCISE YARD FENCE RETROFIT

FOR MENDOCINO COUNTY

TO: Mendocino County Purchasing Agent, Facilities & Fleet Division

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 Seventy (70) calendar days from the date of Notice to Proceed.

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

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

BASE BID:

_____ Dollars (\$_____)

SALES TAX

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

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

Name of Organization_____

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

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 **MENDOCINO COUNTY DETENTION FACILITY EXERCISE YARD FENCE RETROFIT** 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 Sixty (60) calendar days from the date of the "Notice to Proceed". Work onsite shall not exceed three weeks (21) calendar weeks.

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 (referenced hereunder to specifications section). This sum includes the following alternate bids:

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

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

DEPARTMENT FISCAL REVIEW:

DEPARTMENT HEAD _____ DATE _____

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

CARMEL J. ANGELO, Chief Executive Officer

By: _____
PURCHASING AGENT

INSURANCE REVIEW:
RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

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

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

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

SECTION 00501

WORKERS' COMPENSATION CERTIFICATION

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated _____

Contractor Signature _____

SECTION 00510

CONTRACTOR GUARANTEE FOR

MENDOCINO COUNTY DETENTION FACILITY EXERCISE YARD FENCE RETROFIT

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 PROJECT ACCEPTANCE_____

SECTION 00700

GENERAL CONDITIONS

1. DEFINITIONS

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

- A. "Owner" - Board of Supervisors, County of Mendocino, or its authorized agents or assignees.
- B. "Agent" - The Agent acting for the County, which shall be either the Facilities and Fleet Division Manager 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.

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.

END OF SECTION

SECTION 01010

SUMMARY OF THE 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/ suppliers 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. Work included:
 - 1. Work described herein and as shown on the Drawings, shall consist of the retrofit of an existing fence enclosure at a secure detention facility for the Mendocino County Sheriff located in Ukiah, California.
 - 2. The total work area is approximately 1,900 SF
 - 3. The scope of work can be generally described as, but not limited to, the following. The contractor shall provide all materials, labor, equipment, and appurtenances to completely furnish items a through e below.
 - a. Provide and install three (3) new horizontal rails between all posts at heights per plans and specifications at the direction of the project manager.
 - b. Provide and install expanded metal security fence panels full height (no horizontal seams), to the interior of the existing fenced structure, per plans and specifications.
 - c. All edges must be encased by U-Edging, and/ or covered by Cover Strapping, and/ or welded to posts/ rails. U-Edging shall be welded to one another. All bolts and connections shall be inaccessible from the interior of the structure.
 - d. Install Cover strap around bottom perimeter of structure. Install angle brackets, one (minimum) at mid-point between all posts.
 - e. Cleanup must be performed at the end of each work day. No metal fragments, screws, tools, hardware, or materials of any kind may be left on site.
- B. Location: 931 Low Gap Road, Ukiah, CA 95482.
- C. Related work:
 - 1. Contractor shall provide all labor, equipment, and materials that are required to provide a complete operating and safe site. The extent of 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 system(s).

2. Should the General Conditions or Contract Documents contradict themselves, Contractor shall provide the more stringent or higher quality or quantity unless otherwise accepted by the County.
3. 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 and 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 intention thereof, Contractor is to understand the same is 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 STANDARDS

- A. Contractor shall meet all industry standards, applicable codes and regulations.

1.4 WORK AREA AND USE OF PREMISES

- A. The contractor shall have controlled access to the site. The project will be completed within a secure detention facility and connected to a fully functioning jail used to house inmates on a daily basis. The Contractor shall coordinate his work to maintain the security of the detention facility and to minimize the impact of his work on the operations of the facility. All labor and staff will have to be cleared before coming on site. SSN and State issued identification will be required.
- B. The Contractor shall use every precaution to insure the protection of and prevent damage to existing facilities on or adjacent to the construction area. Damage to existing facilities due to construction activities shall be repaired by the Contractor at no additional cost to the Owner.
- C. Bidders shall assume that they can use an area adjacent to the work area for staging, as shown on the drawings. Maintain the area clean and without damage to the surfaces or adjacent curbs and structures.

1.5 EXAMINATION

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

1.6 PERMITS FOR WORK

Contractor shall obtain and meet any building permit requirements from the County of Mendocino Building Department. Contractor is responsible for scheduling and passing all required inspections and securing final acceptance by inspection authorities. An initial building permit application is on file at the Mendocino County Building and Planning office under BU2017-0744.

1.7 LISTING OF RELATED WORK

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

1.8 REQUEST FOR INFORMATION (RFI)

- A. Requirement: It is Contractor's responsibility to review Contract Documents a minimum of thirty (30) days in advance of the work to be executed, and to request information so that County will have sufficient time to respond to Requests for Information prior to the start of actual construction of that part of the Work to which the RFI relates. Contractor shall be responsible for all delays, disruptions and other related impacts as a result of untimely RFI's submitted to County.
- B. Contractor shall coordinate all requests for information to prevent duplication. Requests for information that are duplicative, uncoordinated with each other, or do not allow for a reasonable time for response will be returned to Contractor.
 - 1. Contractor shall promptly notify County in writing of any discrepancies, and shall not proceed with the Work until such discrepancies have been resolved.
 - 2. Failure to notify County shall not relieve Contractor of its responsibility for resulting damage and/or defect, and for the cost of any corrective work that may be required due to Contractor's failure to notify.
- C. Contractor shall prioritize RFI's and request a response based on its most current and accepted CPM schedule.
- D. Form:
 - 1. When an interpretation or clarification of the Contract Documents is required from County, Contractor shall make the request on a copy of the RFI form included in the end of this section or on a form approved by the County.
 - 2. Contractor shall fill in all applicable information on the form.
 - 3. Contractor shall limit the subject to one design discipline to expedite reply and attach supplementary information where necessary.
 - 4. County will reply or give summary of reply on the same form and include supplementary information where necessary.
 - 5. The completed form shall be the written record of each RFI.
- E. Uses:

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

2. Contractor shall not use the RFI form for the following; County will not reply and will reject the

RFI:

- a. Product or material substitution.
- b. Questions relating to construction means, methods, techniques, sequences, procedures or safety precautions. (These are Contractor's responsibilities exclusively.)
- c. Questions relating to construction schedule, coordination between trades, or division of work among subcontractors. (These are also Contractor's responsibilities exclusively.)
- d. Questions on contract administration procedural matters, unless they require interpretation or clarification of the Contract Documents.
- e. Dimensions or quantities which are shown on the Contract Documents, or which can be measured from the building, or calculated from the information contained in the Contract Documents.
- f. Confirmation of interpretations or clarifications previously provided by County.

F. Reply:

1. County will endeavor to reply to all RFI's promptly as work schedule of the consultants allows; generally no later than fifteen (15) days from the day received.
2. When an RFI involves a complex subject, extensive research or development, or substantial input from other governmental agency, County will inform Contractor and request additional time to prepare the reply. Contractor shall cooperate and agree to a reasonable time extension.
3. The reply shall be a clarification or an interpretation of the Contract Documents; the reply is not an authorization of change in the Contract Sum or Time.
4. Such written interpretation or clarification will be binding on Contractor and County. If County or Contractor believes that a written interpretation or clarification justifies an adjustment in the Contract Sum or Time, then County or Contractor may make a written request for change therefor as provided in the General Conditions, Article 1.07.

REQUEST FOR INFORMATION (RFI)

Mendocino County Detention Facility Exercise Yard Fence Retrofit

RFI No. _____

Submitted By: _____ Date: _____

| | <i>Ctr to PM</i> | <i>PM to Arch</i> | <i>Arch to PM</i> | <i>PM to</i> |
|------------|------------------|-------------------|-------------------|--------------|
| <i>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 20 of 007000 - General Conditions regarding notice and s

END OF SECTION

SECTION 01340

SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
2. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
3. See General Conditions for submittal of schedules, cost breakdown, subcontractors list, etc.

C. Work not included:

1. Unrequired submittals may not be reviewed by the Project Administrator.
2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Project Administrator.

1.2 QUALITY ASSURANCE

A. Coordination of submittals:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
3. All material submittals shall be numbered in sequence of submittal. Resubmittals shall receive a new number.
4. Materials shall not be shipped or transported to the job site prior to the review of submittals by the Project Administrator, and compliance with the Contract Documents has been verified.
5. The Contractor shall assume full responsibility for coordinating and verifying schedules, quantities, and dimensions shown on Contract Drawings. The Project Administrator assumes no responsibility for checking schedules, quantities, or dimensions.

B. Substitutions:

1. The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when substantiated by the Contractor's submittal of required data within five (5) calendar days after the Notice to Proceed. Only one substitution request will be considered for each specified item. Unless noted otherwise in a specific Section of the Specifications after five (5) calendar days after the Notice to Proceed it will be assumed all items are to be as

specified in these documents and substitutions may not be accepted by the Project Administrator. It shall be the Contractor's responsibility to notify the Project Administrator in writing, of any deviations in the submittals from the requirements of the Contract Documents.

2. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Project Administrator.

C. Time for review of substitutions:

1. In the interest of time, substitutions are not encouraged unless absolutely unavoidable. When submitting an item for substitution for a specified item, submit all pertinent data required to enable the Project Administrator to make an accurate and timely evaluation. Incomplete submittals or insufficient data will be cause for the submittal to be rejected.
2. Requests for extension of the time directly or indirectly related to approval of substituted items will not be granted.
3. Additional review time by the Project Administrator caused by a substitution shall in no way be charged as a delay to the Project.
4. It shall be the sole responsibility of the Contractor to avoid delays through the process of substitution.

D. "Or equal":

1. Where the phrase "or equal," or "as approved equal," occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be considered as equal unless the item has been specifically so reviewed by the Project Administrator and deemed in conformance with design intent and quality established for this Work.
2. The decision of the Project Administrator shall be final.
3. If submittals on "or equal" items are not made within the prescribed time or are incomplete, then the item or material originally specified shall be supplied.

1.3 SUBMITTALS

- A. Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this Section.
- B. Submittals shall include all technical and performance data on the products or materials required for the Project Administrator to make a fair evaluation including physical samples if deemed necessary by the Project Administrator.
- C. Incomplete submittals will be returned to the Contractor and will not be reviewed by the Project Administrator. The Contractor shall be solely responsible for any delays caused by making incomplete submittals.
- D. For purposes of uniformity, only one make and/or brand of material will be accepted for each type of material used.

1.4 PAYMENT

- A. Compensation for this Section shall be considered to be included in pay items for associated items of work and no additional compensation will be allowed.

PART 2 - PRODUCTS

2.1 SUBMITTALS REQUIRED

- A. Individual requirements for submittals may also be described in pertinent Sections of these Specifications.
- B. Submittals are required for the following materials.
 - 1. Fasteners, and Concrete Anchors
 - 2. Hardware, and Angle Iron Brackets
 - 3. Clamps, Bands, and Brackets
 - 4. Expanded Metal Security Fencing
 - 5. U-Edging
 - 6. Cover Straps

2.2 MANUFACTURERS' LITERATURE

- A. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents is being submitted for review.
- B. Submit the number of copies which are required to be returned, plus three copies which will be retained by the Project Administrator.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Each submittal shall be numbered consecutively by the Contractor and all documentation shall refer to that number.
 - 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 - 2. On resubmittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.

3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Partial submittals may be rejected as not complying with the provisions of the Contract. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery. The Contractor will be solely responsible for any delays caused by not making submittals in time for proper review.
- B. In scheduling, allow at least three working days for review by the Project Administrator following his receipt of the submittal.

3.4 PROJECT ADMINISTRATOR'S REVIEW

- A. Review by the Project Administrator does not relieve the General Contractor from responsibility for errors which may exist in the submitted data, nor does review by the Project Administrator relieve the Contractor from responsibility or in any way change the original Contract.
- B. Revisions:
 - 1. Make revisions required by the Project Administrator.
 - 2. If the Contractor considers any required revision to be a change, he shall so notify the Project Administrator as provided for in the Contract Documents.
 - 3. Make only those revisions directed by the Project Administrator.
- C. Reimbursement of Project Administrator's costs:
 - 1. In the event substitutions are proposed to the Project Administrator after the Contract has been awarded, the Project Administrator will record all time used by him and by his consultants in evaluation of each such proposed substitution.
 - 2. Whether or not the Project Administrator approves a proposed substitution, the Contractor promptly upon receipt of the Project Administrator's billing shall reimburse the Project Administrator at his standard billing rates and that of his consultants for all time spent by them in evaluating the proposed substitution.
 - 3. If the Contractor does not reimburse the Project Administrator for all time spent by them in evaluating the proposed substitution, with the authorization of the Owner, the amounts due the Project Administrator will be deducted from the pay request.

3.5 PROJECT INSPECTOR

- A. The County will provide the Project Inspector with reviewed copies of all submittals and manufacturer's brochures for use on the job site.

END OF SECTION

SECTION 02825
EXPANDED METAL SECURITY FENCING

PART 1 GENERAL

1.1 SCOPE OF WORK

The contractor shall provide all labor, materials, equipment and appurtenances necessary for installation of the Securex expanded metal security fence system outlined herein.

1.2 SYSTEM DESCRIPTION

As manufactured by Niles Fence and Security, the system will include high security expanded metal mesh panels and fittings of the Securex design. The system will be: Securex Retro-Fit

1.3 QUALITY ASSURANCE

1. Manufacturer Qualifications: Minimum of ten (10) years-experience in the manufacture of expanded metal fencing.
2. Contractor Qualifications: Contractor shall provide installers experienced with the installation of expanded metal security fencing.

1.4 RELATED SECTIONS

1. General Conditions

1.5 REFERENCES

1. ASTM A 121 – Standard Specification for Metallic-Coated Carbon Steel Barbed Wire.
2. ASTM A 123 - Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.
3. ASTM A 307- Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
4. ASTM F 626 - 96a - Standard Specification for Fence Fittings.
5. ASTM F 900 - Specification for Industrial and Commercial Swing Gates.
6. ASTM F 1043-06 – Standard Specification for Strength and Protective Coatings on Steel Industrial Chain Link Framework.
7. ASTM F 1083-06 – Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
8. ASTM F 1184 – Standard Specification for Industrial and Commercial Horizontal Slide Gates.
9. ASTM F 1267 – Standard Specification for Metal, Expanded Steel.
10. ASTM F1910-98(2003) – Standard Specification for Long Barbed Tape Obstacles.
11. ASTM F1911-05 – Standard Practice for Installation of Barbed Tape.
12. ASTM F 2548-06 - Standard Specification for Expanded Metal Fence Systems for Security Purposes.
13. ASTM F2780 - Standard Specification Guide for Design and Construction of Expanded Metal Security Fences and Barriers.

1.6 SUBMITTALS

1. Product Data: Manufacturer's product data sheets on each product to be used, including details and drawings.
2. LEED Requirements:
 1. MR Credits 2.1 and 2.2 – Construction Waste Management
 2. MR Credits 4.1 and 4.2 – Recycled Content
 3. MR Credits 5.1 and 5.2 – Regional Materials
3. Shop Drawings: Provide plan, post spacing and sizing, location of gates and material finish as necessary to depict actual products specified, proper design considerations, and installation procedures. Coordinate fencing locations with the Contract Drawings.

1.7 DELIVERY, STORAGE, AND HANDLING

1. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

PART 2 PRODUCTS

2.1 MANUFACTURERS

1. The high security expanded metal fence system shall conform to the Securex Fence system as manufactured by: Niles Fence and Security Products, LLC, 310 N. Pleasant Ave; Niles, OH 44446; Toll Free Tel: 800-321-7464; Facsimile 330-299-0329; or info@nilesfence.com; web: www.nilesfence.com
2. Or approved equivalent.

2.2 SECUREX EXPANDED METAL SECURITY MESH

1. Mesh Panels: Expanded Steel.
 1. Type: 3/4 inch #9 Flat
 - a. Strand Width: 0.165 inches.
 - b. Strand Thickness: 0.120 inches.
 - c. SWD: 0.923 inches.
 - d. LWD: 2.10 inches.
 - e. Percent open area: 63.
 - f. Galvanized weight per sq. foot: 1.71 lbs.

2.3 EXPANDED METAL SECUREX SECURITY FENCING – NEW CONSTRUCTION

1. Panel Size: 48 inches wide by 96 inches tall (minimum).
2. Horizontal Rails: 1.660 inch O.D. Schedule 40 galvanized pipe (minimum).

2.4 FENCE ATTACHMENT FITTINGS AND HARDWARE:

Securex expanded metal fence panels shall be installed using hot dip galvanized steel fittings as manufactured by Niles Fence and Security and sized to framework specific to the project. Securex fittings should be used to install expanded metal fence fabric.

1. Expanded Metal Mesh Fittings:
 1. Washers shall be used with all nuts and bolts on the non-attack side of the fence.
 2. Securex Heavy Retro Bands are 10ga x 2 inch steel and shall be sized to match outside diameter of terminal, corner and gate posts. Heavy bands shall be used to attach expanded metal mesh to posts. Typical placement of bands is every 12 inches on corner and angle posts.
 3. Securex Heavy Retro C-Clamps are 10ga x 2 inch steel and shall be sized to match outside diameter of line posts and rails. Heavy C-Clamps shall be used to attach expanded metal mesh to line posts and rails. Typical placement of clamps is every 12 inches on line posts and rails.
 4. Securex Heavy Retro Bar Clamps are 10ga x 2 inch steel bars and shall be used in pairs to join mesh vertically between rails. Typical placement is every 12 inches.
 5. Securex Steel Cover Strap is a 3/16 inch x 2 inch steel cover strap with pre-drilled slots 12 inches on center. The cover strap shall be used to completely cover all overlap and/ or intersecting fence panels at all locations.

6. Nuts and Bolts shall be stainless steel carriage bolts with breakaway nuts to maximize security. Bolt size is contingent on mesh, fittings, and existing conditions.
2. Fence Framework Fittings:
 1. Securex Offset Line Rail Clamps are 14ga pressed steel and shall be used to secure rails to posts.
 2. Angle Iron Brackets (Galvanized or Stainless Steel) 2.5" x 3" x 3" x 0.25" thick shall be provided and installed to secure the fencing and cover straps around the bottom perimeter of the structure to the existing concrete slab.
- 2.5 SECURITY APPURTENANCES:
 1. Security U-Edging shall be used to eliminate sharp edges and secure expanded metal. U-Edging shall be welded to fence panels and to adjacent U-Edging.
 - a. 18 gauge x 7/8 inch (22mm).
- 2.6 FENCE SYSTEM FINISHES
 1. Galvanized Finish:
 1. Hot dip galvanized expanded metal mesh, fittings and framework meeting ASTM A123.

PART 3 EXECUTION

3.1 EXAMINATION

1. Do not begin installation until site has been properly prepared and all measurements have been taken, and submittals have been reviewed.

3.2 PREPARATION

1. All new installation shall be laid out by contractor in accordance with construction plans, and existing conditions.
2. Prepare all work areas and components. Clean all debris from work area prior to installation.

3.3 INSTALLATION – GENERAL CONDITIONS

1. Installation and layout of the job shall be approved by the owner or general contractor prior to installation.
2. Install all line rails level. The bottom rail shall be installed 1 inch to 3 inches above the bottom of the expanded metal panel, above the existing concrete slab. Middle rail shall be installed 4 feet above bottom of the expanded metal panel. Top rail shall be installed 2 inches from the top of the expanded metal panel.
3. Expanded metal panels shall be installed flush to grade.
4. Expanded metal panels shall overlap three diamonds or 3 inches with diamonds orientated in the same direction.
5. Expanded metal mesh panels shall fit flush to all corner posts, end posts, gate posts and gate frames.
6. Clamp mesh to line posts and rails using clamps spaced per manufacturer's recommendations, specifications and drawings.
7. All fencing to be taught and straight with no sag or wave in finish installation.

3.5 PROTECTION

1. Protect installed products until completion of project.
2. Tighten all nuts and if not using breakaway bolts, peen, scarf or weld the threads of the carriage bolts.
3. Touch-up, repair or replace damaged products before substantial completion.

END OF SECTION

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. Miscellaneous U-edging, cover straps, clips, angles, backing plates, framing and supports, fasteners, and other items as required to install and complete 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.

1.2 QUALITY ASSURANCE

- A. 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 01340.
- B. 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.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Welding Materials: AWS D1.1, type required for materials being welded.
- B. 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.
- C. 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. 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.

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 INSTALLATION

- A. 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.

END OF SECTION 05500