



COUNTY OF MENDOCINO

FACILITIES DIVISION

AVILA PARKING LOT SEALING

752-790 SOUTH FRANKLIN STREET

FORT BRAGG, CALIFORNIA 95437

BID DOCUMENTS

JUNE 12, 2017

PROJECT LOCATION:
COUNTY OF MENDOCINO
Health and Human Services Agency
752-790 South Franklin Street
Fort Bragg, CA 95437

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

SECTION 00002

PROJECT DIRECTORY

Project: AVILA Parking Lot Sealing
752-790 South Franklin Street, Fort Bragg, CA 95437

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 Friday, July 7, 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:

AVILA PARKING LOT SEALING

License Required for this Project is: "A" License, or "C-12" License, or "C-32" 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 Thursday, June 22, 2017 at 10:00 a.m. at the Project site, 790 South Franklin Street, Fort Bragg, California 95437.

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 **AVILA Parking Lot Sealing** Project will be received at the Facilities and Fleet Division Office, County of Mendocino, 851 Low Gap Road, Ukiah, California, until 2:00 p.m. as determined by the clock on the wall of the Facilities and Fleet Division Office, on Friday, July 7, 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 "A" License, or "C-12" License, or "C-32" 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 Thursday, June 22, 2017 at 10:00 a.m. at the site, 790 South Franklin Street, Fort Bragg, California 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 eighty (80) days after the bid opening. After award, County shall notify the successful Bidder in writing, and forward with the notification original contracts for Bidder's execution. Within eight (8) working days after such notification, the successful Bidder shall return the signed contracts to County, accompanied by all required Surety Bonds, insurance policies and endorsements.

1.8 TIME OF COMPLETION

Bidder agrees to commence work on or before a date to be specified in the written "Notice to Proceed" from County and to fully complete the project within 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

AVILA PARKING LOT SEALING

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 (\$_____)

ADDITIVE ALTERNATE: Per Specification Section 01100

_____ 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 **AVILA PARKING LOT SEALING** 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 Seventy (70) calendar days from the date of the "Notice to Proceed".

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

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

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

_____ Dollars (\$ _____).

This sum constitutes the bid for the following project components (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.: _____

CONTRACTOR/COMPANY NAME

By: _____

NAME AND ADDRESS OF CONTRACTOR:

COUNTY OF MENDOCINO

By: _____
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

ATTEST:
CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

CARMEL J. ANGELO, Clerk of said Board

By: _____
Deputy

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

INSURANCE REVIEW:
RISK MANAGER

By: _____
ALAN D. FLORA, Risk Manager

FISCAL REVIEW:

By: _____
Deputy CEO/Fiscal

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: _____
CARMEL J. ANGELO, Chief Executive Officer

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed _____

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
AVILA PARKING LOT SEALING

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

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

SIGNED _____

COUNTERSIGNED _____

CONTRACTOR _____

DATED _____

DATE OF BUILDING ACCEPTANCE _____

SECTION 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.

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 00851

DRAWING INDEX

Civil Drawings

C000	Cover Sheet
C100	Pavement Repair Plan
C110	Striping Plan

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 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 repairs and slurry sealing of access ways and parking spaces and related pavement striping and marking for the AVILA facility in Fort Bragg, California.
 - 2. The total work area is approximately 34,000 SF.
 - 3. The scope of work can be generally described as, but is not limited to, the following.
 - a. Site Preparation; Crack Sealing
 - b. Apply slurry seal to all paved surface within the defined work area.
 - d. Establish reference points, layout, and reapply parking delineation and other markings in their current configuration.
 - e. Cleanup
- B. Location: 752-790 South Franklin Street, Fort Bragg, CA 95437.
- 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. Caltrans "Standard Specifications" dated 2010.

1.4 WORK AREA AND USE OF PREMISES

- A. The contractor shall have controlled access to the site. Contractor shall perform work such that no more than one half of the work area at a time is taken out of public use. Pedestrian access to the building entrances and adjacent businesses shall be maintained during business hours. Work shall be adequately cordoned off to direct public from the street or parking lot, and direction shall be provided around the work area, to the building entrances.
- B. The Contractor shall use every precaution to insure the protection of and prevent damage to existing facilities on or adjacent to the construction area. Damage to existing facilities due to construction activities shall be repaired by the Contractor at no additional cost to the Owner.
- C. Bidders shall assume that they can use one area outside of the work area for staging, as shown on Sheet C100 of the drawings. Maintain the area clean and without damage to the surfaces or adjacent curbs and structures.

1.5 EXAMINATION

- A. General: As stipulated in Document 001000 Instructions to Bidders, Contractor is responsible for inspection of the existing site conditions prior to bidding and shall include in the Contract any modifications of the Contract Documents proposed as a result of Contractor's inspection. Such modifications shall be included in the bid.
- B. Persons performing work shall examine conditions that affect their work and shall report in writing to Contractor, with a copy to County, conditions detrimental to work.
 - 1. Failure to examine and report makes the person responsible, at no increase in the Contract Sum, for corrections necessary for the proper installation of their work.
 - 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

Project will be completed under an existing County of Mendocino Building Department Building Permit. Contractor is responsible for scheduling and passing all required building inspections and securing final acceptance.

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 AVILA Parking Lot Sealing

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 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements and limitations for cutting and patching of work.
- 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 I of these Specifications.

1.2 QUALITY ASSURANCE

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

1.3 SUBMITTALS

- A. Refer to Section 01340 Submittals - for requirements.

1.4 SCHEDULE OF REPAIR SECTIONS

- A. Type 1 Repair: Clean cracks of soil, paint, sealant, and other deleterious materials to a depth of ½ inch minimum. Fill cracks with sealant before slurry seal.
- B. Type 2 Repair: Seal Alligating Surface(s) per these Specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Hot Mix Asphalt (HMA) – Refer to Section 02510
- B. Pavement Crack Sealant – Refer to Section 02764
- C. Slurry Seal – Refer to Section 02785
- D. Product Substitution: For any proposed change in materials, submit request for substitution under provisions of Section 01340.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Inspect existing conditions prior to commencing work, including elements subject to damage during cutting and patching.
- B. After uncovering existing work, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.2 PREPARATION

- A. Perform a general cleaning throughout the limits of the work. Remove heavy oil deposits, weeds and dirt, and loose fine materials, leaving a clean surface, ready for repairs and sealing.
- B. Provide materials and employ methods to protect other portions of Project from damage. Cover curbs, walkways, light or sign standards, and other features, to prevent damage from overspray, or tracking by foot traffic.

- C. Provide protection from elements for areas which may be exposed by uncovering work.
- D. Maintain exposed subgrade free of water.

3.3 CUTTING AND PATCHING - GENERAL

- A. Execute cutting and grinding, fitting, and patching, including excavation and fill, to complete work. All cuts in paving shall be smooth and even. Patches shall be flush with existing adjacent surfaces. Where patching is in flowlines of swales, restore the swale to their original grade and configuration.
- B. Uncover work to install ill-timed work.
- C. Remove and replace defective or non-conforming work.
- D. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing.
- E. Cut or grind HMA paving materials using appropriate sawcutting equipment. Pneumatic tools are not allowed without prior approval. All cuts shall be smooth, clean and even.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work tight to curbs, pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

3.4 CUTTING AND PATCHING – SUMMARY OF SPECIFIC REPAIR TYPES

- A. Type 1 Pavement Repairs:
 - 1. Clean specified cracks of soil, paint, and other deleterious materials to a depth of ½ inch minimum.
 - 2. Fill cracks with crack filler as specified in Section 02764, “Joint Sealants”.
- B. Type 2 Pavement Repair of Alligatored Surfaces:
 - 1. Clean areas with pavement alligatored of soil, paint, and other deleterious materials to leave a clean, tight surface.
 - 2. Cover area with *Gator Pave*, or approved equivalent, as specified in Section 02764, “Joint Sealants” before slurry seal.

END OF SECTION

SECTION 01050

FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included:

1. Provide such field engineering services as are required for proper completion of the Work, including but not limited to:
 - a. Establishing and maintaining lines and levels.
 - b. Layout of traffic markings as described herein.
 - c. Establishment of Control Points, and similar items provided by the Contractor as part of his means and methods of construction.

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 I of these Specifications.
2. Additional requirements for field engineering also may be described in other Sections of these Specifications.
3. Contractor shall set and protect control points, suitable for reference after patching and sealing; and shall reestablish layout for traffic markings and parking delineations in the same location as they currently exist.

1.2 QUALITY ASSURANCE

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

1.3 SUBMITTALS

- ###### A.
- Not applicable.

1.4 PROCEDURES

- ###### A.
- In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
1. Locate and protect control points before starting work on the site.
 2. Preserve permanent reference points during progress of the Work.
 3. Do not change or relocate reference points or items of the Work.

1.5 SPECIAL CONDITIONS

- ###### A.
- All other field engineering requirements including restaking or replacing control points damaged by the Contractor or his subcontractors shall be paid for by the Contractor.
- ###### B.
- Procedure prior to starting work:
1. Prior to occupying the site make arrangements for the establishment of control points to take place.

1.6 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.

END OF SECTION

SECTION 01100

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 ALTERNATES

- A. Alternate No. 1: 23,000 SF of Slurry Sealing including Re-Striping of the Fort Bragg Justice Center rear parking area located at 700 South Franklin Street in Fort Bragg, CA 95437 per the Specifications and Project Drawings.
 - 1. Preparation, Cleaning, Crack Sealing, Slurry Sealing and Striping of additional area (23,000 SF) as identified in the Project Drawings per procedures called out in these Specifications.

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 will 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 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 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 product or material 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 also may be described in pertinent Sections of these Specifications.
- B. Submittals are required for the following materials.
 - 1. Section 02510 3/8" Hot Mix Asphalt (HMA) Mix Design
 - 2. Section 02577 Traffic Marking Paint
 - 3. Section 02764 Crack Seal Materials
 - 4. Section 02785 Slurry Seal
- C. Contractor shall provide, upon delivery of materials to the jobsite, Certificates of Compliance, documenting that the supplier certifies the material to be placed complies with these specifications. Certificates are required for:
 - 1. 3/8" Hot Mix Asphalt (HMA)
 - 2. Slurry Seal
- D. Contractor shall provide samples of supplied materials to Project Administrator. Samples are required for:
 - 1. Slurry Seal

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 01400

QUALITY CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

A. General:

1. All workmanship and materials shall be under the direct supervision and control of a qualified job superintendent employed by the Contractor.
2. The Project Inspector, the Project Administrator, and the testing laboratory shall be responsible, as indicated elsewhere in these specifications, but shall not, in any way, be responsible for supervision or control of the construction of the Project.

B. The Contractor:

1. The Contractor shall be responsible for the quality of the work. Work performed by his workmen, subcontractors, material suppliers or fabricators shall meet the quality specified or the standard of the industry, whichever standard is higher. Work or materials not meeting the quality standard shall not be installed on this Project.

C. Project Administrator:

1. The Project Administrator for this project will be appointed by Mendocino County. All work shall be performed in accordance with Drawings and Specifications prepared and signed by the Design Engineer and approved by Mendocino County. The Project Administrator or his representative shall have access to the Work at all times for the purpose of making field observations. The Contractor shall give the Project Administrator ample notice prior to the start of each phase of the Work or before closing in or covering work.
2. Changes in the Work shall be only as approved by the County who shall promptly issue a written Field Order or Change Order.

D. Project Inspector:

1. The Project Inspector shall be employed by Mendocino County. The Project Inspector shall inspect for quality of workmanship and conformance with approved Drawings and Specifications.

E. Testing Laboratory:

1. If testing is required, the testing laboratory for this Project shall be provided by the Contractor.

F. Covering up the work:

1. The Contractor shall not cover up any portion of the Work until it has been inspected by the Project Inspector or until testing has been completed and test results approved.
2. Any work which is covered up or otherwise closed in prior to inspection shall be reopened for inspection at the direction of the Project Inspector. Reopening or uncovering work shall be at the expense of the Contractor.

- G. Safety:
 - 1. In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the jobsite including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.
 - 2. The duty of the Project Inspector to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.
- H. Contractor's Inspection:
 - 1. Prior to notification of Mendocino County for final inspection, the Project Superintendent and the Project Inspector shall inspect the Work and make a "Contractor's Punch List." All items on such list shall be corrected or completed before Mendocino County is notified for final inspection.

1.2 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.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities and controls needed for the Work including, but not necessarily limited to:
 - 1. Temporary utilities such as heat, water, electricity, and telephone;
 - 2. Sanitary facilities;
 - 3. Temporary fencing of the construction site and or barricades;
 - 4. Temporary signs.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Except that equipment furnished by subcontractors shall comply with requirements of pertinent safety regulations, such equipment normally furnished by the individual trades in execution of their own portions of the Work is not part of this Section.

1.2 PRODUCT HANDLING

- A. Maintain temporary facilities and controls in proper and safe condition throughout progress of the Work.

1.3 PAYMENT

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

PART 2 - PRODUCTS

2.1 UTILITIES

- A. Water:
 - 1. Provide necessary water for the proper performance of the work.
 - 2. Water for construction will be supplied and paid for by the Contractor. If applicable or necessary, the Contractor shall provide the connection and shut-off valve at the source acceptable to the local governing agencies.
- B. Electricity:
 - 1. Provide necessary temporary wiring and, upon completion of the Work, remove such temporary facility.
 - 2. Provide and pay for electricity used in construction.
- C. Telephone:
 - 1. Provide telephone communication to project superintendent. Provide contact information to Inspector.

2.2 CONTRACTOR'S FACILITIES

- A. Contractor shall maintain a set of approved set of the Contract Documents at the jobsite at all times. Contractor shall maintain at the jobsite a file of all Shop Drawings, instructions, and other pertinent written material or codes which are required.
- B. Contractor shall maintain the necessary CALOSHA and other employment and safety postings at the jobsite as required for a job of this type.
- C. Sanitary facilities:
 - 1. Provide temporary sanitary facilities in the quantity required for use by all personnel.
 - 2. Maintain in a sanitary condition at all times.

2.3 ENCLOSURES

- A. Provide and maintain for the duration of construction all tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work and safety of workers and members of the public, in compliance with pertinent safety and other regulations.

2.4 TEMPORARY BARRICADES

- A. Contractor shall erect and maintain temporary fencing or barricades to separate work areas from adjacent areas of pedestrian traffic and to protect existing landscaping and property. Barricades shall be provided where required for security or to provide for public safety.

2.6 TEMPORARY SIGNS

- A. Provide temporary signage and cones to direct vehicles past the work area and to indicate to pedestrians how to reach the building entrances.

2.6 PROJECT SIGNS

- A. Except as otherwise specifically approved by the County, do not permit signs or advertising on the job site.

2.7 FIRE PROTECTION

- A. Fire protection during construction shall be in accordance with C.F.C.
- B. Contractor shall provide fire extinguishers (min. 2A10BC) during construction.
- C. Contractor shall maintain access/egress to the Owner's buildings and those of others.

PART 3 - EXECUTION

3.1 MAINTENANCE AND REMOVAL

- A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.
- B. Remove such temporary facilities and controls as rapidly as progress of the Work will permit, or as directed by the County.
- C. All damage to paving, hardscape, curbs, walks, slabs, landscaping, or other site improvements caused by the temporary facilities shall be repaired.
- D. Clean-Up: At the end of the Project, all temporary structures and services shall be disconnected and/or removed from the site as directed by the County.

END OF SECTION

SECTION 01710

CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

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

1.2 QUALITY ASSURANCE

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

1.3 PAYMENT

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

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General:
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.
 - 2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

3. Completely remove all scrap, debris, and waste material from the job site.
4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.
2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 3.1-A-1 above.
3. Maintain the site in a neat and orderly condition at all times.
4. The contractor shall sweep, wash and collect dust and debris deposited by its work force during the prosecution of the work and by vehicles traveling to and from the site, from all project areas and city streets and pedestrian walking surfaces immediately after any spill and no less than once daily during the cleaning and repair periods and other dust producing operations.

C. Pavement:

1. Clean pavement thoroughly in preparation of the slurry seal.
2. Clean areas where oil drips accumulate from parked cars.
3. Remove weeds and dirt from cracks and holes in the paved surface. Where specified fill cracks and holes immediately after cleaning.
4. The contractor shall sweep, wash and collect dust and debris during the prosecution of the work to leave the surface of the pavement in a condition suitable for the slurry seal to bind to it.

3.2 FINAL CLEANING

- A. Except as may be specifically provided otherwise, "Clean" shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials for the purpose of this Article.
- B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.1 above.
- C. Site:
 1. Unless otherwise specifically directed by the Engineer, broom clean paved areas on the site and public paved areas adjacent to the site.
 2. Completely remove resultant debris.

END OF SECTION

SECTION 02260

FINISH GRADING

PART 1 - GENERAL

1.1 DOCUMENTS

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

1.2 SCOPE

- A. Work includes restoring the grade of swales and of paved surfaces where repairs are to be made prior to applying the seal coat.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- Cutting and Patching Section 01045

1.4 PAYMENT

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

PART 2 – PRODUCTS - Not used

PART 3 - EXECUTION

3.1 FINISH GRADING

- A. Finish grading shall follow the general grading pattern established by the finished grade (FG) of existing pavement. Areas to receive pavement or slurry seal patches shall be graded to provide positive slope to a drop inlet. Isolated low areas, "birdbaths", etc., will not be acceptable.
- B. Bring repaired areas to a true and uniform grade without variation of more than one quarter inch in a 10- foot straight edge. Repair of existing "bird-baths" are not required except as noted on the plans.

3.5 CLEANUP

- A. Remove debris and stains resulting from the work of this section.

END OF SECTION

SECTION 02510

HOT MIX ASPHALT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Asphaltic concrete paving.

1.2 RELATED SECTIONS

- A. Section 01045 – Cutting and Patching: Preparation of site for application of a slurry seal.
- B. Section 01710 - Cleaning: Preparation of site for application of a slurry seal.
- C. Section 02260 – Finish Grading: Adjusting surface of pavement repairs for proper drainage.

1.3 REFERENCES

- A. "Standard Specifications," Section 39 "Hot Mix Asphalt" published by Caltrans, 2010.

1.4 PAVING:

- A. Designed for light duty commercial vehicles and cars.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with "Standard Specifications," unless modified by the construction documents.
- B. Mixing Plant: Conform to Caltrans standard.
- C. Obtain materials from same source throughout.

1.6 REGULATORY REQUIREMENTS

- A. Purchase materials from a mixing plant which conforms to current land use and air quality standards.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt when ambient air or base surface temperature is less than 50 degrees F, or surface is wet or frozen.

1.8 PAYMENT

- A. Compensation for this Section shall be considered to be included in pay items for other associated work and no additional compensation will be allowed. Refer to Section 01045 – Cutting and Patching.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Asphalt Cement: In accordance with Caltrans Standard Specifications Section 92, "Asphalts."

- B. Aggregate for Patching Grind Areas and Potholes (one inch minimum thickness): In accordance with Caltrans standards: 3/8-Inch HMA Type B, in accordance with Section 39-1.02E "Aggregate" of the "Standard Specifications".

2.2 ASPHALT PAVING MIX

- A. Use dry material to avoid foaming. Mix uniformly.
- B. Wearing Course and Base Course: 5 to 7 percent of asphalt cement by weight in mixture in accordance with Caltrans standards.

2.3 SOURCE QUALITY CONTROL AND TESTS

- A. Section 01410 - Testing Services: Provide mix design for asphalt.
- B. Submit proposed mix design for review and approval prior to beginning of work.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that clean ground out areas and potholes are dry and ready to support paving and imposed loads.

3.2 PLACING ASPHALT PAVEMENT - PATCHING

- A. Install Work in accordance with Industry Standards.
- B. Place to thickness required to conform to adjacent pavement and graded to drain without birdbaths or humps.
- C. Do not place pavement materials which have cooled to a condition where they are not able to be properly compacted and shaped.
- D. Compact pavement patches by rolling to achieve sufficient density to maintain grade under traffic use without deflecting. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- E. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

3.3 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
- B. Scheduled Compacted Thickness: Within 1/4 inch.
- C. Variation from True Elevation: Within 1/4 inch.

3.4 FIELD QUALITY CONTROL

- A. See Section 01410 - Testing Services.
- B. Cooperate with field sample collection if required by Project Inspector.

3.5 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for 2 days or until surface temperature is less than 140 degrees F.

END OF SECTION

SECTION 02577

PAVEMENT MARKING

PART 1- GENERAL

1.1 DOCUMENTS

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

1.2 SCOPE

- A. Parking space delineations – approximately 70 parking spaces
- B. Crosswalk, pedestrian crossing delineations – 3 locations
- C. Accessibility-compliant pavement markings – 7 locations

1.3 RELATED WORK

- A. Slurry Seal Section 02785

1.4 REFERENCE STANDARDS

- A. Accessibility Regulations – Most current version.

1.5 WARRANTY

- A. The Contractor shall guarantee that pavement markings will not “scuff” from wheel turning use, or show deterioration from gasoline or oil spills for a period of one year after completion of the project.

1.6 SUBMITTAL

- A. Provide submittal in accordance with Section 01340.

1.7 MEASUREMENT

- A. The quantities shown on the Contract Drawings are approximate and provided for the convenience only of the Contractor. They are intended to be used as comparison with the Contractor’s own detailed takeoff.
- B. The bid quantity is a Final Pay Quantity as defined in Article 01010, Section 1.4A of these specifications.
- C. The bid quantity is intended to establish a Unit Price in case additional work is desired after bids are opened.

PART 2- PRODUCTS

2.1 PAVEMENT MARKING PAINT

- A. Traffic marking paint:
 - 1. Glidden Company’s No.55 10;
 - 2. Fuller-O’Brien Corporation’s No. 282- 06;
 - 3. Sherwin Williams Company’s No.846 W16;

- 4. Or approved equivalent.
- B. See drawings and project site for layout of pavement markings.
- C. Use appropriate colors: white for parking lanes, diagonals within access aisles, etc.; blue for outline of access aisles, red for fire access zones, etc.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Ensure that asphalt pavement has cured sufficiently for application, in no case less than 7 days.
- B. Broom, wash and thoroughly dry pavement before application of markings. Do not apply during inclement weather.

3.2 APPLICATION

- A. Apply markings in strict accordance with manufacturer's recommendations.
- B. Use commercial grade stencils for ADA graphic markings.
- C. Apply pavement markings in accordance with the existing layout and in accordance with current ADA Standards for Accessible Design.

3.3 CLEANUP

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

END OF SECTION

SECTION 02764

PAVEMENT CRACK SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes hot-applied pavement joint sealants in the following locations.
 - 1. Cracks marked for sealing in existing pavement surfaces.

1.2 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Product Technical Data Sheets and MSDS Sheets
- C. Sealant compatibility and adhesion test reports.

1.3 QUALITY ASSURANCE

- A. Sealant Compatibility and Adhesion Testing: Use sealant manufacturer's standard test methods to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the products specified.
 - 2. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 MATERIALS

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Products
 - 1. Primers: Product recommended in writing by joint sealant manufacturer for adhesion of sealant to joint substrates indicated, as determined from sealant compatibility and adhesion tests and prior experience.
 - 2. Crack Sealant: Not used
 - 3. Crack Filler:
 - a. CrackMaster-Supreme Hot Pour Crack Sealant, manufactured by ThorWorks Industries, Inc., Sandusky, OH, (800-395-7325);

- b. Henry HE093-Duroflex Asphalt Crack and Joint Sealant, manufactured by Henry Company -909 North Sepulveda Blvd., El Segundo, CA 90245 (800-486-1278).
 - c. Or approved equivalent.
4. Alligator Repair Area:
- a. Gator Pave manufactured by ThorWorks Industries, Inc, Sandusky, OH, (800-395-7325);
 - b. or approved equivalent.

PART 3 - EXECUTION

3.1 INSTALLATION OF CRACK SEALER OF FILLER

- A. Clean out joints immediately before installing joint/crack sealants.
- B. Joint Priming: Prime joint substrates where indicated or recommended in writing by joint sealant manufacturer, based on sealant compatibility and adhesion tests and prior experience. Confine primers to areas of joint-sealant bond; do not spill primers or allow them to migrate onto adjoining surfaces.
- C. Sealant Installation: Comply with applicable recommendations in ASTM C 1193.
- D. In cracks which are ½ inch or wider, install backer materials to support sealants during application and at position required to produce optimum sealant movement capability.
 - 1. Do not leave gaps between ends of backer materials.
 - 2. Do not stretch, twist, puncture, or tear backer materials.
 - 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- E. Install sealants at same time backer materials are installed.
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths optimize sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by joint sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- G. Clean excess sealants or sealant smears adjacent to joints as installation progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.2 INSTALLATION OF ALLIGATOR AREA SEALER

- A. Clean area of severe alligator distress immediately before installing *Gator Pave* or approved equivalent. Remove dirt, weeds, and other deleterious materials by brooming and applying compressed air over the alligatored area.

- B. Spread material over area to be repaired and squeegee or trowel the material flush with the surrounding pavement.
- C. Protect from traffic until the material is dry.
- D. Clean excess materials and smears adjacent to each alligator repair area as installation progresses by methods and with cleaning materials approved by manufacturers of the products used.

END OF SECTION

SECTION 02785

SLURRY SEAL

PART - 1 GENERAL

1.1 SECTION INCLUDES

- A. Materials and procedures for furnishing and applying slurry seal; including supplying materials, proportioning, mixing, spreading, and placing slurry seal, in accordance with Section 37-3 of the California Standard Specifications and these Specifications, for Type II Slurry Seal.
- B. The Slurry Seal to be constructed under this contract shall be placed over a subgrade consisting of an existing asphalt concrete pavement, as herein required.

1.2 RELATED SECTIONS

- A. Section 02510: Asphalt Material
- B. Section 02577: Pavement Markings
- C. Section 02764: Pavement Crack Sealants

1.3 REFERENCES

- A. Refer to Caltrans Standard Specifications (2010) Section 37-3 Slurry Seal and Micro-Surfacing

1.4 DEFINITIONS - Not Used

1.5 SUBMITTALS

- A. Proposed Mix Design and supporting Laboratory Reports
- B. Provide a Certificate of Compliance for each load of emulsion supplied.

1.6 ACCEPTANCE

- A. Meet gradation limits shown in Part 2 - Materials.

PART 2 - MATERIAL

2.1 CATIONIC OR ANIONIC EMULSIONS

Asphaltic emulsion shall be quick setting type anionic or cationic as specified in the Standard Specifications.

- A. Anionic Grade QS1h, or
- B. Cationic Grade CQS1h

2.2 AGGREGATE

- A. Aggregate for Slurry Seal shall conform to the percentage composition by dry weight of the aggregate to the following gradation.

<u>Sieve Size</u>	<u>Percent Passing</u>
¾ in	100
No. 4	94-100
No. 8	65-90
No. 16	40-70
No. 30	25-50
No. 200	5-15

- B. Aggregate shall conform to the following quality requirements

<u>Test</u>	<u>California Test</u>	<u>Requirements</u>
Sand Equivalent	217	55 min
Durability Index	229	55 min

2.3 WATER

Water shall be such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work. A set-control agent which does not adversely affect the slurry seal may be used.

2.4 PAVEMENT MARKING

- A. Refer to Section 02577.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean the surface of all dirt, weeds, sand, dust, and other objectionable material to the satisfaction of the Project Inspector.
- B. Protect all structures and surfaces including but not limited to curbs, sidewalks, sign posts, light standards, and other features.
- C. Cover manholes, valve boxes, drop inlets, and other service utility entrances before placing any materials with a plastic or oil resistant construction paper secured by tape or adhesive to the facility being protected. Reference the covered facilities with a sufficient number of control points to relocate the facilities after the application of the seal coat.

3.2 LIMITATIONS

- A. Do not place slurry seal if surface moisture is present.
- B. Place slurry seal when:
1. Pavement temperature is between 70 and 136 degrees F.
 2. Air temperature is between 50 and 110 degrees F.
 3. Forecasted temperature is not expected to be below 40 degrees F within 3 days after placement.
- D. Do not apply any slurry seal material after 6:00 p.m. if temperatures in this

Section, cannot be maintained throughout all night time hours.

- E. Do not open to traffic the same day material is placed.
 - 1. Open to traffic no earlier than 24 hours following placement of cover material.

3.3 PROPORTIONING

- A. Asphaltic emulsion shall be added at a rate of 17 percent by weight of the dry aggregate.
- B. If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used.
- C. Water and retarder if used, shall be the minimum amount necessary to ensure proper workability but shall not exceed 20 percent, by volume, of asphalt emulsion used or adding 3 percent, by volume, to the aggregate / asphalt emulsion mixture, and
 - 1. Will permit uncontrolled traffic on the slurry seal no more than 3 hours after placement without the occurrence of bleeding, raveling, separation or other distress; and
 - 2. Will prevent development of bleeding, raveling, separation or other distress within 7 days after placing the slurry seal. Unless otherwise specified in the special provisions or by the Engineer, slurry seal shall be spread at a rate of 12 pounds of dry aggregate per square yard. The spread rate may not vary more than 10 percent above or below the determined rate.

3.4 SLURRY SEAL MATERIAL APPLICATION

- A. Attention is directed to Sections 37-3.03C – “Mixing and Spreading Equipment,” and 37-3.03D “Placing” of the Standard Specifications.
 - 1. Use the equipment specified for slurry seal.
 - 2. Place the material as specified adhering to the limitations on joints and weather contained in the specifications.
 - 3. Spread the material as specified in Section 37-3.03D(4)(b) “Slurry Seal” except where these specifications are different.

3.5 TRAFFIC CONTROL

- A. Do not allow traffic on slurry seal areas less than 24 hours after placement.

3.6 PAVEMENT MARKING

- A. Allow at least 7 calendar days after completing coating before applying permanent pavement markings. Refer to Section 02577.

END OF SECTION