

BID DOCUMENTS

including Specifications
for the construction of:

The COUNTY OF MENDOCINO

Ukiah Main Branch of Mendocino County Library Entry Storefront Replacement Project

105 North Main Street
Ukiah, CA 95482



Prepared by:
Executive Offices
FACILITIES & FLEET DIVISION
841 LOW GAP ROAD
UKIAH, CA 95482

BID# 019-25

Date of Issue:
July 11, 2025

SECTION 005000 – AGREEMENT FOR LUMP SUM BID

THIS AGREEMENT, made effective on the date it becomes fully executed by all parties, between the County of Mendocino, hereinafter called COUNTY, and **Nicholas Daniel Gutierrez, DBA NG Builder Company**, 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 Ukiah Library Storefront Door Replacement Project**, in accordance with the contract documents, including the Addenda thereto, all as adopted by the COUNTY.

SECOND: The work under this contract described below shall be completed within sixty (60) calendar days from the date of the "Notice to Proceed".

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. Bidding Documents
4. Agreement
5. Construction Site Storm Water Policy
6. General Conditions
7. Unforeseen Physical Conditions
8. Summary of Work
9. Temporary Facilities and Building Services
10. Project Plans and Drawings
11. Technical Specifications
12. Addendum to the Bid

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

Base Bid: Eighty-Two Thousand Five Hundred Dollars (\$82,500.00)

This sum constitutes the base bid, and the following allowances as specified in section 01210:

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

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle

DEPARTMENT HEAD

DATE

09/19/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 1713

Line Item: 864355 CILU4

Grant: ☐ Yes ☒ No

Grant No.: _____

CONTRACTOR/COMPANY NAME

By: Nicholas Gutierrez
owner

Date: 9/22/25

NAME AND ADDRESS OF CONTRACTOR:

Nicholas Daniel Gutierrez, DBA NG Builder
Company

3100 Dutton Ave Suite 223

Santa Rosa, CA 95407

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 10/07/2025

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

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Aray
Deputy 10/07/2025

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

DARCIE ANTLE, Clerk of said Board

By: Aray
Deputy 10/07/2025

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Man / Lisa
COUNTY COUNSEL

Date: 09/19/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 09/19/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: John
Deputy CEO or Designee

Date: 09/19/2025

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

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

Addendum Cover Sheet

Addendum Number: 01

Project:

Ukiah Main Branch of Mendocino Co.
Library Entry Storefront Replacement
105 N Main St.
Ukiah, CA 95482

Owner:

County of Mendocino
Kirk Viera, Facility project Specialist I
851 Low Gap Rd.
Ukiah, CA 95482

Permit#:

C25-000021

Arch Project #:

25010

The attached Addendum is issued for the purpose of amending certain requirements of the bid and is hereby made part of and incorporated in full force as part of the Contract Documents. Unless hereinafter specifically noted or specified otherwise, all work shall conform to the applicable provisions of the Contract Documents.

Bidders are required to acknowledge receipt of this document by marking the corresponding section of the Bid Proposal Form.

Architect:
427 Architecture
Jason Weaver

Date: 06.03.2025



Addendum 01

Addendum Legend: Inserted text indicated in *Italicized Style*. Deleted text indicated in ~~Strikeout Style~~. Inserted and Deleted text is assumed to automatically re-number subsequent paragraphs as determined by context. All other terms and conditions of this bid will remain the same.

This addendum consists of one (1) page and the attachments listed below dated June 3, 2025.

ATTACHMENTS

Drawings:

A2.1 Demolition & Construction Floor Plans, Delta 1, ADD 01 Revisions, 06.03.25

REVISIONS

A. CHANGES TO PREVIOUS ADDENDA

None.

B. CHANGES TO THE BIDDING AND CONTRACT REQUIREMENTS

None.

C. CHANGES TO THE SPECIFICATIONS

None.

E. CHANGES TO THE DRAWINGS

ADD 01.01: Refer to A2.1 for revised scope regarding a future owner furnished and installed prefabricated exterior grade metal book drop cabinet. Contractor shall provide deepened concrete slab as noted.

ADD 01.02: Refer to A2.1 for revised scope to install new door operator push pad stations with dual push pads.

ADD 01.03: Refer to A2.1 for revised scope to demolish existing tile sidewalk assembly and install new concrete sidewalk to City of Ukiah standards. The Contractor is responsible for procuring the required encroachment permit from the City for this portion of work.

F. BIDDERS QUESTIONS

None.

END OF ADDENDUM

SECTION 00002 – PROJECT DIRECTORY

PROJECT: Ukiah Main Branch of Mendocino
County Library Entry Storefront
Replacement Project

105 North Main Street
Ukiah, CA 95482

OWNER: County of Mendocino
Facilities & Fleet Division
841 Low Gap Road
Ukiah, CA 95482
(707) 234-6050

AGENT: County of Mendocino
Executive Offices
Facilities and Fleet Division
841 Low Gap Road
Ukiah, CA 95482
Office: (707) 234-6058
Mobile: (707) 380-3223
vierak@mendocinocounty.gov
Kirk Viera, Facility Project Specialist I

ARCHITECT: 427 Architecture Inc.
P.O. Box 644
Windsor, California 95492
Jason Weaver
(707) 332-2244
jason@427arch.com

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DIVISION 1 - GENERAL REQUIREMENTS

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END OF SECTION

SECTION 00020 – NOTICE INVITING BIDS

Bid Issue Date: July 11, 2025

Notice is hereby given that sealed bids will be received at the Mendocino County Facility and Fleet Conference Room, 841 Low Gap Road, Ukiah, California 95482 until the hour of 2:00 p.m., as determined by the clock on the wall in the Conference Room, on **Thursday August 7, 2025**, and then publicly opened and read aloud in the Conference Room, 841 Low Gap Road, Ukiah, California, for the following project:

Ukiah Main Branch of Mendocino County Library Entry Storefront Replacement Project (BID# 019-25)

Electronic Plans and Documents may be seen or downloaded from the Mendocino County Web Page for Open RFP, Quotes & Bids: <https://www.mendocinocounty.org/departments/general-services/central-services/open-rfp-quotes-bids>. Additionally, plans and documents have been distributed to builders' exchange plan rooms throughout Northern California.

Bids shall be submitted on the form provided in this Manual and accompanied by a form of bid security as specified in Section 00100, Instructions to Bidders.

The successful Bidder will be required to furnish a Labor and Material Bond and a Performance Bond as required in Section 00100 Instructions to Bidders.

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

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference and site inspection will be held on:

Wednesday, July 23, 2025, 10:00 AM at 105 North Main Street, Ukiah, CA 95482

PAYMENT OF PREVAILING WAGES

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

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

CONTRACTOR REGISTRATION

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

CERTIFIED PAYROLL RECORDS

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

EMPLOYMENT OF APPRENTICES

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

MENDOCINO COUNTY BUSINESS LICENSE

Pursuant to Mendocino County Code Chapter 6.04 – Business Licenses, 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.

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

END OF SECTION

SECTION 00100 – INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.1 BIDS RECEIVED

- A. Sealed bids for the **Ukiah Main Branch of Mendocino County Library Entry Storefront Replacement Project(BID# 019-25)** will be received at the Mendocino County Facility and Fleet Conference Room, 841 Low Gap Road, Ukiah, California, until 2:00 p.m., as determined by the clock on the wall of the Conference Room, on **Thursday August 7, 2025**, and then publicly opened and read aloud in the Conference Room, 841 Low Gap Road, Ukiah, California.
- B. Late bids will not be accepted. It is Bidder's responsibility to ensure that its bid is delivered and received at the location noted above or before the date and hour set for the bid opening.

1.2 LICENSE REQUIREMENT

The Contractors license required for this Project is a California "B" General Building Contractor's License and any other licenses required by law for the work being performed.

1.3 BIDS AND BID SECURITY

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

- A. Bids must be submitted on the bid form provided in this Manual, 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.
- C. A Bidder's Bond, Certified Check, or 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. The above-mentioned bid security shall be given as a guarantee that the Bidder shall execute the contract if it is 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 contract documents. Such guaranty is to be forfeited should the Bidder to whom the contract is awarded fail to enter into the contract.
- D. Responsive Bids shall include completed and executed copies of the following sections if included in the project Manual:
 - a. 00120 Qualification Application
 - b. 00307 Non-Collusion Affidavit
 - c. 00310 Bid Form
 - d. 00430 Subcontractor Listing Form

1.4 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 the Bid being deemed non-responsive and not being considered.

1.5 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. The 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 the County. The competency and dependability of the bidders will be considered when making the award.

- A. 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].

- ☒ 1. The lowest bid shall be the lowest bid price on the base bid contract without consideration of the prices on allowance, additive, or deductive items.
- 2. 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.
- 3. 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.
- 4. 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 one shall be used to determine the lowest bid.

- B. 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.
- C. 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 the County, accompanied by all required Surety Bonds, insurance policies, and endorsements.

1.6 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 sixty (60) calendar days from the date of the written "Notice to Proceed".

1.7 ADDENDUM

Any addendum issued during the time of bidding and before bid opening shall be included in the bid. The addendum issued by the 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 the County not less than seven (7) days prior to the bid opening date.

1.8 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 the County, which will then send responsive written instructions in the form of addenda to all Bidders. The 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.

1.9 WITHDRAWAL OF BID

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

1.10 BONDS

The successful Bidder is required to furnish a Labor and Material Payment Bond and a Performance Bond each in an amount equal to one hundred percent (100%) of the contract price. Said Bonds shall be obtained from a surety company satisfactory to the County on the forms provided in Section 00611.

1.11 SUBSTITUTIONS

Any substitution shall be made in accordance with instructions contained in Section 00700 – General Conditions included herein. Questions concerning substitutions will not be entertained during the bidding period.

1.12 SUBSTITUTION OF SECURITY

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

1.13 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.

1.14 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 the 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 that is subsequently proven false, shall be considered non-responsive and shall be rejected by the County.
- F. The work to be performed under this contract is of a very specialized nature. It is the desire of the 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 that can show to the satisfaction of the County that they have the facilities and experience necessary to perform the required construction in accordance with the specifications proposed for this project. The terms under which bidders will be evaluated and the rules that will be applied are attached to this Manual as section 00120 Qualification Application.

1.15 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.

1.16 ENVIRONMENTAL AND PLANNING CONDITIONS OF APPROVAL

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

1.17 AGREEMENT

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

1.18 PRE-CONSTRUCTION CONFERENCE

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

END OF SECTION

SECTION 00120 - QUALIFICATION APPLICATION

QUALIFICATION APPLICATION

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

CONTACT INFORMATION

Firm Name (as it appears on license): N G Builder Company

Check one: ☐ Corporation

☐ Partnership

☒ Sole Proprietor

Contact Person: Nicholas Gutierrez 707-852-5046

Address: 3100 Patton Ave Suite 223 Santa Rosa CA 95407

Phone: 707-852-5046 Fax: N/A

If the firm is a sole proprietor or partnership:

Owner(s) of Company: Nicholas Gutierrez

Contractor's License Number(s):

License No.	Classifications	Expiration	Qualifying Individual
<u>1078311</u>	<u>A and B</u>	<u>7/31/26</u>	<u>Nicholas Gutierrez</u>
_____	_____	_____	_____
_____	_____	_____	_____

DIR Registration Number: 1000874885

Mendocino County Business License No: N/A TBD

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

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

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

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

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

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

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

A. Current Organization and Structure of the Business

For firms that are corporations:

- 1a. Date incorporated: _____
- 1b. Under the laws of the State of: _____

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

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

Name	Position	Years with Co.	% Ownership	Social Security #

For firms that are partnerships:

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

Name	Position	Years with Co.	% Ownership	Social Security #

For firms that are sole proprietorships:

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

B. History of the Business and Organizational Performance

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

Year	Gross Revenue

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

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

☐ Yes ☐ No

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

Disputes

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

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

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

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

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

Criminal Matters and Related Civil Suits

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

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

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

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

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

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

Bonding

17. If Issued a Notice of Award, can the contractor secure payment and performance bonds within ten (10) calendar days?

☐ Yes ☐ No

Name of Bonding Company: _____

Name, Address, Telephone# for Surety Agent: _____

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

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

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

☐ Yes ☐ No

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

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

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

Current year: _____

Previous year: _____

Year previous to previous year: _____

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

Prevailing Wage and Apprenticeship Compliance Record

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

SECTION 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 the bid

State of California
County of Mendocino

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



Signature

SECTION 00310 – BID FORM

Ukiah Main Branch of Mendocino County Library Entry Storefront Replacement Project

FOR MENDOCINO COUNTY

RECEIVED

AUG 07 2015

County of Mendocino
General Services Agency
Facilities and Fleet Division

TO: Honorable Board of Supervisors

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

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

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

If awarded the Contract, the undersigned agrees to complete the Work, sixty (60) 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:

Sixty seven thousand five hundred Dollars (\$67,500.00)

Allowance No.1: Unforeseen Conditions and overtime differential:

Fifteen Thousand Dollars (\$15,000.00)

TOTAL BID:

eighty two thousand five hundred Dollars (\$82,500.00)

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.

Name of Organization N G Builder Company

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 that is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency.

Name of Organization Sole prop

Type of Organization N/A
(Corporation, Partnership, etc.)

Address 3100 Putton Ave Suite 223 Santa Rosa CA 95407

Name of the State where incorporated N/A

CONTRACTORS LICENSE NO. 1078311 EXPIRATION DATE 7/31/26

☒ The contractor has registered with the State of California's DIR (Department of Industrial Relations) website.

DIR Registration #: 1000874885

☐ The contractor is currently licensed to do business in the County of Mendocino. Mendocino County Business License

#: TBD

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: 1

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 

SECTION 00430 – SUBCONTRACTORS LISTING FORM

Ukiah Main Branch of Mendocino County Library Entry Storefront Replacement Project

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

PORTION OF WORK	SUBCONTRACTOR'S NAME	<u>CONTRACT LIC.</u> DIR REG #	LOCATION
-----------------	----------------------	-----------------------------------	----------

[illegible]

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. I will comply with these provisions before commencing the performance of the work under this contract.

Dated: 8/7/25

Contractor Signature 

SECTION 00510 - CONTRACTOR GUARANTEE

Ukiah Main Branch of Mendocino County Library Entry Storefront Replacement Project

Contractor hereby guarantees that the labor and materials furnished for this project are in accordance with the drawings, specifications, and applicable building codes. 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



**PHILADELPHIA
INSURANCE COMPANIES**

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

N G Builder Company

of 3100 Dutton Avenue Suite 223 Santa Rosa Ca 95407

(hereinafter called the Principal) as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, with its principal office at One Bala Plaza, Suite 100 in the City of Bala Cynwyd, Pennsylvania (hereinafter called the Surety), as Surety, are held and firmly bound unto

County of Mendocino

of 105 North Main Street, Ukiah CA 95482

(hereinafter called the Obligee) in the penal sum of

Ten Percent (10%) of the amount bid of

Dollars\$_____ lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid dated August 7, 2025 for

Ukiah Main Branch of Mendocino County Library Entry Storefront Replacement Project

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void: otherwise to remain in full force and virtue.

Signed, sealed and dated: August 7, 2025

N G Builder Company

(Principal)

By: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: _____

Gary T. Eastman
Gary T Eastman

Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Gary Eastman of the The Eastman Agency dba Swiftbonds**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

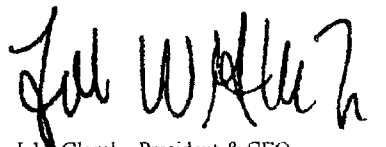
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

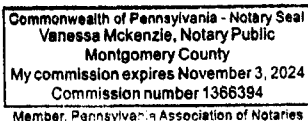
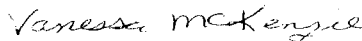
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

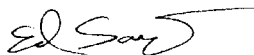
Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of August, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT BY SURETY

STATE OF KANSAS)
) ss

COUNTY OF JOHNSON)

Now on this 7th day of August, 2025, personally appeared before me in the county aforesaid, Gary T. Eastman, to me personally known as the person described in and who executed the foregoing bond as agent of Philadelphia Indemnity Insurance Company and he acknowledged that he executed the same as his free and act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have at my office in the county aforesaid and on the day first above written set r

My Commission Expires



Notary Public

A handwritten signature in blue ink, appearing to read "Danny O'Connor", written over a horizontal line.

DANNY O'CONNOR

MENDOCINO COUNTY
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, _____
whose address is _____ as Principal, and
_____, duly authorized under the laws
of the State of California to become sole surety on bonds and undertakings, as Surety, are jointly and
severally held and firmly bound unto MENDOCINO COUNTY, a political subdivision of the State of
California, as Obligee, in the full and just sum of _____
AND 00/100 DOLLARS lawful money of the United States of America, to be paid to the said Obligee,
successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs,
executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that whereas, the above bounden Principal has
entered into a contract, or is about to enter into a contract with the Obligee to do and perform the following
work, to-wit: **Ukiah Main Branch of Mendocino County Library Entry Storefront
Replacement Project** as is more specifically set forth in said contract, to which contract
reference is hereby made.

NOW, THEREFORE, if the said Principal shall well and truly do the said work, and fulfill each and every
of the covenants, conditions and requirements of the said contract in accordance with the plans and
specifications, then the above obligation shall be null and void, otherwise is shall remain in full force and
effect.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the agreement
secured by this bond including but not limited to, any extension of time for performance or modifications
in manner of performance which may be agreed upon and between MENDOCINO COUNTY as Obligee
and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or
extensions.

SEALED with our seals and dated this _____ day of _____, 2025.

_____ Principal (contractor)	_____ Surety
By: _____	By: _____, Attorney in Fact
By: _____	

Signatures for Principal and Surety must be acknowledged before Notary Public

**Ukiah Main Branch of Mendocino County Library Entry Storefront Door Replacement
Project**

**MENDOCINO COUNTY
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS THAT WE _____

_____, as Principal, and _____
duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract

hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and whose claim has not been paid by the contractor, company or corporation, in the just and full sum of _____

AND 00/100

DOLLARS

for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas the above bounden principal has entered into a contract, or is about to enter into a contract with MENDOCINO COUNTY, a political subdivision of the State of California, to do and perform the following work, to-wit: **Ukiah Main Branch of Mendocino County Library Entry Storefront Replacement Project**

NOW THEREFORE, if the above bounden Principal, contractor, person, company or corporation, or his or its subcontractor fails to pay for any materials, provisions, provender, other supplies, or terms used in, upon for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or the subcontractors of the Principal pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, then the Surety of this bond will pay the same, in an amount not exceeding the sum specified in this bond as well as a reasonable attorney's fee, which shall be fixed and awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the contract above referred to, and work and labor under which is secured by this bond, including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon by and between MENDOCINO COUNTY and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

THIS BOND is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code 9550 et seq., inclusive, and all amendments thereto and shall inure to the benefit of any of the persons named in Civil Code section 9100 so as to give a right of action to those person or their assigns in any suit brought upon the bond.

SEALED with our seals and dated this ____ day of _____, 2025.

Principal (contractor)

Surety

By:

By:

Attorney in Fact

By: _____

Signatures for Principal and Surety must be acknowledged before Notary Public

END OF SECTION 00 61 13

SECTION 007000 – GENERAL CONDITIONS

1. DEFINITIONS

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

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

2. EXAMINATION OF PLANS AND SPECIFICATIONS

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

3. DRAWINGS AND SPECIFICATIONS

- A. Figured dimensions on the drawings shall govern but work not dimensioned shall be as directed. Work indicated but not particularly detailed or specified shall be equal to similar parts that are detailed or specified, or as directed. Full-size details shall take precedence over scale drawings as to shape and details of construction. It is intended that scale drawings, full-size details and specifications should agree but should any discrepancy or apparent error occur in plans and specifications, or should any work of others affect this work, the Contractor shall notify the County at once; if the Contractor proceeds with the work affected without instruction from the County he shall make good any resultant damage or defect.
- B. All misunderstandings of drawings or specifications shall be clarified by the County, whose decision shall be final.
- C. Any work called for by the drawings and not mentioned in the Specifications, or vice versa, is to be furnished as though fully set forth by both. Where not specifically stated otherwise, all work and materials necessary for each unit of construction, including special construction for any specific brand or shape of material called for, even though only briefly mentioned or indicated, shall be furnished and installed fully and completely as a part of the Contract.
- D. Lists, rules, and regulations referred to are recognized printed standards 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 should 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 should 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 the same is completed. In engaging work with other materials, marring or damaging the 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 the 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 the same, except where stated otherwise.
- E. Assistance required by the County in obtaining measurements or information on the work shall be furnished accurately and fully without cost to the County.

5. OWNERSHIP OF DRAWINGS

All plans and specifications shall remain the property of the County and shall be returned to the office of the County Facilities and Fleet Division Manager or shall be accounted for by the Contractor before the final certificate will be issued.

6. PUBLIC AND COUNTY CONVENIENCE AND SAFETY

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

7. ACCIDENT PREVENTION

- A. It shall be the Contractor's responsibility to keep himself fully informed of all existing and future safety regulations, Codes, OSHA requirements, and other laws and regulations governing the work which may in any manner affect anyone in and around the project or engaged or employed in the work, or materials, equipment, etc. used in the work or which in any way affect the conduct of the work.
- B. The Contractor shall appoint a Safety Officer for the project and submit his name to the County.
- C. The Contractor shall supply the County with a Material Safety Data Sheet (MSDS) on each hazardous substance to be used by the Contractor on the project.
- D. The Contractor and his Safety Officer shall be solely responsible for ensuring 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 to it.

D. COVERAGE BELOW MINIMUM REQUIRED NOTICE

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

E. CANCELLATION NOTICE

Provide that the insurance afforded by this policy shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) day's prior written notice, delivered in person or by First Class U.S. Mail, has been given to the County of Mendocino. Such notice shall be addressed to: County of Mendocino, 841 Low Gap Road, Ukiah, Calif. 95482, Attn: Risk Management.

Contractor shall furnish 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, 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. For changes involving credit to the County, no allowances for overhead are required.
- D. All such change orders and adjustments shall be in writing. Claims by the Contractor for additional costs shall be made in writing before the work is executed.
- 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, the County will sustain damage, 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. The county's findings of fact thereon shall be final and conclusive.
- D. The County agrees that changes in work ordered pursuant to Paragraph 20 and extensions of completion time made necessary by reasons thereof, shall in no way release any guarantee given by the Contractor or the Contract let hereunder, nor shall such changes in the work relieve or release the sureties on bonds executed pursuant to these specifications. Sureties shall be deemed to have expressly agreed to any change in the work and to any extension of time made by reason thereof.

24. ACCEPTANCE

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

25. PARTIAL PAYMENTS

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

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

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

26. FINAL PAYMENT

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

27. PAYMENT WITHHELD

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

28. FAULTY WORK AND MATERIALS

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

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

29. TEMPORARY SUSPENSION OF WORK

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

30. SAMPLES

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

31. CLEANING AND REMOVAL OF DEBRIS

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

32. OBSTRUCTIONS

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

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

33. SUPERINTENDENT IN CHARGE

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

34. STORAGE OF MATERIALS AND EQUIPMENT

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

35. GENERAL GUARANTY

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

36. MATERIALS SUBMITTALS AND SUBSTITUTIONS

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

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

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

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

37. CONSTRUCTION, MATERIAL AND LABOR COST SCHEDULES

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

38. CONFERENCES

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

39. INSPECTION AND PAYMENTS - NOT ACCEPTABLE

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

40. RETURN OF DRAWINGS AND SPECIFICATIONS

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

41. ARRANGEMENT OF SPECIFICATION SECTION

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

42. QUALITY OF MATERIALS AND LABOR

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

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

43. INCOMPETENT WORKERS

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

44. COUNTY TO DECIDE

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

45. CODES

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

46. PAYMENT OF FEDERAL, STATE OR LOCAL TAXES

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

47. LIMITATIONS OF HOURS OF WORK

Eight (8) hours of 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 anyone (1) week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 & 1/2) times the basic rate of pay, as provided in Section 1815.]

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

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

49. LABOR CODE CLARIFICATION

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

50. NOTIFICATION OF READINESS FOR REQUIRED TESTS AND INSPECTIONS

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

51. RESPONSIBILITY FOR PROJECT SAFETY AND CONSTRUCTION TECHNIQUES

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

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

52. RECORD DRAWINGS

- A. The Contractor shall furnish one complete set of clean "Record" drawings to the County prior to project acceptance, showing clearly any changes made during construction. Record drawings shall be in accordance with Section 017839 Project Record Documents.

- B. In addition to any changes, all mechanical, electrical and plumbing items concealed in the building and underground, actually installed and routed. Depth below surface to top of underground item shall be indicated.
- C. All underground items shall be dimensioned from permanent reference points in a manner that they can be easily found in the field at a later time.
- D. Each sheet of the "Record" drawings shall be identified with the following label to be signed by the Contractor:

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

Contractor	Date
------------	------

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

53. OCCUPANCY OR USE BEFORE ACCEPTANCE OF COMPLETION

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

54. COMPLIANCE WITH HANDICAPPED ACCESS LAWS

- A. It is the County's intent for all features on these plans and specifications to conform to applicable regulations for the accommodations of physically handicapped persons in buildings and facilities used by the public, whether or not said plans and specifications so conform.
- B. It shall be the responsibility of the manufacturers, suppliers, and distributors to ensure that all manufactured and fabricated products, devices, and items they supply for this project conform to applicable regulations of Title 24 of the California Code of Regulations.
- C. When shop drawings and/or manufacturers' product literature, and other matters subject to handicapped regulations are submitted to the County, the following shall be provided:
 - 1. Statement that the item shown complies with the handicapped regulations of Title 24 of the California Code of Regulations.
 - 2. Show all required dimensions, heights, clearances, and locations that must be followed when items are installed on the 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 ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. The Contractor shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, sections 12900 *et seq.*), the regulations promulgated thereunder (2 Cal. Code of Regulations sections 7285.0 *et seq.*), and Government Code Sections 11135 - 11139.5).
- C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to view such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.
- D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the above nondiscrimination and compliance provisions in above subparagraphs A and B in all subcontracts to perform work under the Contract.

END OF SECTION

SECTION 00811– UNFORESEEN PHYSICAL CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 UNFORESEEN SITE CONDITIONS

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

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

1.3 REMOVAL, RELOCATION, OR PROTECTION OF EXISTING UTILITIES

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

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

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

HIDDEN CONDITIONS REPORT (HCR)

Pre-Trial Release Program Facility

HCR No. _____

Submitted By: _____ Date: _____

Ctrl to PM

PM to Arch

Arch to PM

PM to Ctrl

Date Sent: _____

Date Received: _____

Type of Conditions Reported:

☐ Site Work

☐ Structural

☐ Architectural

☐ HVAC

☐ Plumbing

☐ Fire Protection

☐ Electrical

☐ Other

Location and Reference to Drawing: _____

Conditions Reported: _____

Investigated By: _____ Firm: _____ Date: _____

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

Reply of Findings: _____

By: _____ Firm: _____ Date: _____

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

END OF SECTION

SECTION 00851-DRAWINGS INDEX

Title: Ukiah Main Branch of Mendocino County Library Entry Storefront Replacement Project

Issue Date: February 28, 2025

General

G0.1 Title Sheet

Architectural

A0.1 Architectural Specifications
A2.1 Demolition & Construction Floor Plans
A2.2 Door Schedule, Interior Elevation & Section
A8.1 Exterior Details

END OF SECTION

SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 SUMMARY

- A. 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 regarding the Contents of the General Conditions and Division 1 - General Requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work shall be performed at a Project site located in Mendocino County at 105 North Main Street, Ukiah, CA 95482.
- B. The scope of this contract includes the removal and replacement of the Ukiah Library storefront door system, the concrete approach, and all associated work in accordance with the project plans and specifications.

Scope of Work shall include, but not be limited to:

1. Provide all labor, materials, and equipment necessary to remove and replace the existing storefront door system. Remove and replace the existing concrete to ensure ADA compliance and complete all related work.
2. The Contractor is required to pull an encroachment permit from the City of Ukiah for the work in the City Right of Way.
3. The contractor shall provide a proposed work schedule within two (2) weeks of receiving the fully executed contract, addressing work limitations noted in Section 01500.
4. Provide all labor, material, and equipment to complete work as depicted in the drawings, as described in the project manual, or as necessary for a complete and proper installation. The extent of the work as indicated on the Drawings and as described in the Specifications shall include all that may be reasonably inferred to be required for the proper execution or installation of work. Present to the County, at the close of the project, signed copies of all required permits indicating successful completion of all permit requirements.
5. Should the General Conditions or Contract Documents contradict themselves, Contractor shall provide the more stringent or higher quality or quantity unless otherwise approved by the County.
6. The Drawings shall be recognized as diagrammatic in nature and not entirely descriptive of all requirements for construction. Whatever work may be specified, and not drawn, or drawn and not specified, is to be executed as fully as if described in both these ways; and should any workmanship or material be necessary which is not either directly or indirectly noted in these specifications, or shown on the Drawings, but is nevertheless necessary for the purpose of properly carrying out the obvious intention thereof, Contractor is to understand the same to be implied, and is to provide for the same in its bid, as fully as if it were particularly described or delineated.

1.3 TYPE OF CONTRACT

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

1.4 PRECEDENCE OF DOCUMENTS

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

1.5 USE OF PREMISES

- A. General: Comply with requirements in General Conditions and Section 01500.
- B. Area available for the Contractor's use for work and storage, if any, is limited to the area designated by the County.
- C. Work to be performed is at the only public entrance to a county owned public library and will be closed during major elements of the work. The Contractor shall ensure that no members of the public are able to access the Library when it is closed.

- D. Fire Department Access: Contractor's use of premises shall not limit required Fire Department access.

1.6 EXAMINATION

- A. General: As stipulated in Document 00100, Contractor is responsible for inspection of the existing site conditions and bidding documents prior to bidding and shall include in their bid any modifications of the Contract Documents required as a result of Contractor's inspection.
- 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 the existing condition.
- C. Field Verification: Contractor shall verify all existing conditions in the field prior to commencing the Work.

1.7 PERMITS FOR WORK

The Contractor is responsible for fulfilling all permit requirements for the completion of the work.

1.8 LISTING OF RELATED WORK

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

1.9 REQUEST FOR INFORMATION (RFI)

- A. Requirement: It is Contractor's responsibility to review Contract Documents a minimum of Fifteen (15) 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. The Contractor shall be responsible for all delays, disruptions, and other related impacts resulting from untimely RFIs being submitted to the 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 the Contractor.
 - 1. Contractor shall promptly notify the County in writing of any discrepancies and shall not proceed with the Work until such discrepancies have been resolved.
 - 2. Failure to notify the County shall not relieve the Contractor of its responsibility for resulting damage and/or defect, and for the cost of any corrective work that may be required due to the Contractor's failure to notify.

- C. The Contractor shall prioritize RFIs 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 the County, the Contractor shall request a copy of the RFI form included at the end of this section.
 - 2. Contractor shall fill in all applicable information on the form.
 - 3. Contractor shall limit the subject to one design discipline to expedite the reply and attach supplementary information where necessary.
 - 4. County will reply or give a summary of the reply on the same form and include supplementary information where necessary.
 - 5. The completed form shall be the written record of each RFI.
 - 6. Contractor shall not use any other RFI form on this Project.
- 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 the Contractor's responsibilities exclusively.)
 - c. Questions relating to construction schedule, coordination between trades, or division of work among subcontractors. (These are also the 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 the County.
- F. Reply:
 - 1. The County will endeavor to reply to all RFIs promptly, as the consultants' work schedule 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 agencies, the County will inform the 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 the Contractor and the County. If County or Contractor believes that a written interpretation or clarification justifies an adjustment in the Contract Sum or Time, then County or Contractor may make a written request for change therefor as provided in the General Conditions, Article 1.07.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

REQUEST FOR INFORMATION (RFI)

Ukiah Main Branch of Mendocino County Library Entry Storefront

Door Replacement Project

RFI No. _____

Submitted By: _____ Date: _____

	<i>Ctr to FPS</i>	<i>FPS to Arch</i>	<i>Arch to FPS</i>	<i>FPS to Ctr</i>
Date Sent:	_____	_____	_____	_____

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

Type of Information Requested:

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

Spec. Section: _____ Paragraph(s): _____

Drawing Sheet: _____ Detail(s): _____

Information Requested: _____

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

Reply: _____

Architect / Engineer Design

By: _____ Firm: _____ Date: _____

Mendocino County Official

By: _____ Firm: _____ Date: _____

The reply serves as a clarification or 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 Articles 2.06 and 2.07 of the General Conditions regarding notice and submittal of an RFC. See Specification Section 01010 for the timeliness of reply.

SECTION 01210 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements to permit the evaluation of existing conditions before defining the required scope for each allowance item and providing the final direction that will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Force account allowances.
- C. Related Requirements:
 - 1. Section 00700 "General Conditions" for Changes in Work
 - 2. Section 00811 "Unforeseen Physical Conditions" for the definition of hidden conditions.

1.3 SURVEY AND ASSESSMENT

- A. The base bid comprises all labor, materials, and equipment necessary to complete the work, including the new storefront door system specified on the plans.
- B. In consultation with the Contractor and the Architect, the County will determine the extent of additional unforeseen conditions and provide direction to the Contractor. Should further work be due to unforeseen conditions, the County will provide the Contractor with a Request for Proposal. The Contractor shall promptly provide a Lump Sum or Unit Cost Proposal per Section 00700 General Conditions, Chapter 20 – Changes in the Work.
- C. The base bid includes work performed during regular business hours and premium time, which is at the contractor's discretion or as needed to maintain regular operational business hours for the library. In the event that work in occupied areas must be performed outside of regular business hours, the Contractor shall promptly provide a Lump Sum or Unit Cost Proposal in accordance with Section 00700 General Conditions, Chapter 20, for premium pay required for such work.
- D. In the event that a proposal is not authorized by the County, the County may direct the contractor to proceed with the authorized work by Force Account per Section 00700 – General Conditions, Chapter 20.
- E. In the event that other unforeseen conditions are encountered, the Contractor shall promptly notify the County and Architect and proceed according to paragraph 1.3 B. above.

1.4 ACTION SUBMITTALS

- A. Submit proposals for the work noted above.
- B. Upon completion of identified repairs, submit revised Schedule of Values, noting allowance amounts used.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit timecards, invoices, or delivery slips to show actual labor time and quantities of materials delivered to the site for use in completing allowance work authorized under the force account.
- B. Coordinate and process submittals for allowance work items in the same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work.

1.7 ALLOWANCE ITEMS

- A. Provide for each allowance item on the schedule of Values.
- B. Use the allowances only as the County directs for labor, materials, and equipment to provide work to resolve unforeseen conditions, by unit cost, lump sum price, or force account authorized in writing by the owner.
- C. At project closeout, credit any unused amounts remaining in the contingency allowance to the Owner by Change Order.

1.8 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between the authorized cost of all repairs completed and the allowance amount.
 - 1. If requested, include the cost of lump sum proposals for the work performed.
 - 2. Submit substantiation of any force account work related to allowance work authorized in advance by the owner.
- B. Submit Contract Change Order to refund the balance of the Allowance to the County or claims for increased costs for work performed on authorized work items that exceed the allowance amount included in the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing conditions when work is to be performed to verify that the conditions are suitable for the work under the allowances. Immediately report all unsatisfactory conditions to the County.

3.2 PREPARATION

- A. Submit and secure approval of all labor, materials, and equipment to complete the unforeseen conditions and costs before beginning work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No.1: Unforeseen Conditions Allowance: Include the sum of \$10,000 for labor, materials, and equipment to resolve unforeseen conditions encountered during the project.
 - 1. This allowance includes labor, materials, equipment costs, contractor overhead, and profit, as documented for either lump sum or force account work, to complete authorized additional work and address other unforeseen conditions.
- B. Allowance No.2: Overtime Pay Allowance: Include the sum of \$5,000 for the overtime pay differential for night and weekend work authorized by the County to maintain library operations during construction as described in Section 01500 Temporary Facilities and Building Services.
 - 1. This allowance encompasses expenditures for labor, materials, and equipment, as well as contractor overhead and profit, all of which shall be documented for the hourly overtime pay differential for night and weekend work required to maintain library operations during construction.
 - 2. The County must approve this allowance before the work commences.

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES & BUILDING SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide temporary facilities and controls needed for the Work included, but not necessarily limited to:
 - 1. Temporary utilities include water, electricity, lighting, and telephone services.
 - 2. Temporary building services, such as electricity, gas, heating, cooling, or telephone and data, are required when service interruption is necessary to complete the work.
 - 3. Sanitary facilities.
 - 4. Enclosures and temporary protection such as fencing, tarpaulins, barricades, and canopies.
- B. Related work:
 - 1. Documents affecting the work of this Section include, but are not necessarily limited to, Project Plans, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 JOB SAFETY

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

PART 2 - PRODUCTS

2.1 MISCELLANEOUS FACILITIES

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

C. Sanitary Facilities

1. Provide and pay for temporary sanitary facilities in the quantity required for use by all personnel
2. Such facilities shall be maintained in a sanitary condition at all times.
3. The facilities should remain locked when the Contractor is off-site.

PART 3 – EXECUTION

3.1 EXISTING BUILDING SERVICES

- A. Utilities: Coordinate the temporary shut-off of any utilities, including water, electricity, gas, and sanitary sewer, with the County. No utility will be made unavailable to buildings for more than 2 hours without written approval from the County.
- B. Provide the county with a minimum of 48 hours' written notice before any activities that may result in loss of water, fire water, sewer, gas, electrical, or data connectivity. Coordinate all change-over activities closely with the County.
- C. Provide protection for the wall mural. The contractor shall bear responsibility for any damage incurred to the mural.
- D. The work scheduled for this contract at the Ukiah Branch of the Mendocino County Library will restrict public access to the facility, requiring the closure of significant portions of the library during the project. The library intends to remain operational to the greatest extent feasible during the renovation work. The Construction schedule shall conform to the following criteria.

1. Normal Library Schedule:

<u>Day</u>	<u>From</u>	<u>To</u>
Monday	Closed	Closed
Tuesday	10 AM	7 PM
Wednesday	9 AM	7 PM
Thursday	9 AM	7 PM
Friday	10 AM	6 PM
Saturday	10 AM	6 PM
Sunday	Closed	Closed

2. No Library closure may last for more than four consecutive days in any week, including normal closed days of Sunday and Monday.
3. Project labor hours shall be assumed to be straight-time labor. Saturday, Sunday, and overtime labor required to meet the above criteria shall be authorized under Allowance section 01210.
4. The Contractor shall be responsible for preventing the public from entering the work area and the closed library during work hours.
5. The Library entrance must remain secure at the end of each working day.
6. No work shall begin before August 18, 2025.
7. The Contractor shall attend a pre-construction meeting at the site to coordinate work activities with the library's operational needs.
8. Per Government Code Sections 7596-7597, smoking is prohibited inside the Mendocino County Library buildings, entryways, and within 20 feet of any entrance or exit.
9. While working in the County Library, please be respectful of others. The contractor must follow the rules and policies of the Mendocino County Library to the best of their ability.

3.2 SECURITY

- A. Contractor shall be responsible for securing the project Site and work areas within the library, including:
 - 1. Secure the facility entrance before exiting daily.
 - 2. Secure and uphold access points to the Work
 - 3. Provide clear delineation and appropriate barriers and signage to protect the public and county employees throughout the project.
 - 4. Do not leave materials, tools, equipment, or debris unattended in areas accessible to the public.
 - 5. Remove all equipment, temporary facilities, debris, and thoroughly clean all affected surfaces before removing barriers.
 - 6. Secure equipment and temporary facilities until acceptance is confirmed.
 - 7. Security and protection may be provided by any legal method or methods acceptable to the County.

3.3 MAINTENANCE AND REMOVAL

- B. Maintain erosion and sediment control measures, temporary facilities, and controls as long as needed for safe and proper completion of the Work. The contractor shall be responsible for ensuring the effectiveness of erosion and sediment control devices and for repairing or replacing them as necessary throughout the project duration.
- C. Remove such temporary facilities and controls as rapidly as the progress of the Work permits or as directed by the County.

END OF SECTION