

**COASTSIDE COUNTY WATER DISTRICT**

**CONTRACT DOCUMENTS**

For

**EXTERIOR PAINTING OF CRYSTAL  
SPRINGS PUMP STATION PROJECT**

766 Main Street  
Half Moon Bay, California 94019  
(650) 726-4405

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## I. NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that sealed bids will be received until the hour of 2:00 p.m, Tuesday, 3 August, 2010, at the office of the Coastsidewater District, 766 Main Street, Half Moon Bay, California 94019, for the Exterior Painting of Crystal Springs Pump Station Project. Such bids will be opened publicly and read aloud.

The work consists of painting the exterior of an existing pump station building. The approximate dimensions of the building are: length = 66 feet, width = 40 feet, and height of the side walls = 15 feet. The work includes painting of concrete wall surfaces, metal doors, and other building appurtenances. The work site is located adjacent to State Highway 92 approximately ¼ mile west of Crystal Springs Reservoir, San Mateo County. The property on which the pump station is located is designated as the San Francisco State Fish and Game Refuge, and the project technical specifications contain work requirements for protection of the environment.

The District's estimate of the construction cost of the painting work is \$30,000.

A mandatory prebid meeting will be held at the District office, 766 Main Street, Half Moon Bay, at 10:00 a.m. on Wednesday, 14 July 2010, at which time representatives of the District will be available to answer questions. There will be a sign in sheet at the District office meeting which each bidder must sign. Following the meeting at the District office, a mandatory site visit to the Crystal Springs Pump Station will be held. The pre-bid site inspection shall include the topography and physical conditions at the site, the conformity of the project plans to the actual physical site conditions, available area for construction activities, availability of water, electric power, roads, the character of equipment and facilities needed prior to and during prosecution of the work, and all other matters that may in any way affect the work or the cost thereof. There will be a second sign in sheet at the Crystal Springs Pump Station site visit which each bidder must sign.

Bid documents consisting of the Contract Forms, Conditions of the Contract, and the Specifications may be picked up at the District Office or on our website at [www.coastsidewater.org](http://www.coastsidewater.org). All bids must be on the prescribed forms.

Each bid must be enclosed in a sealed envelope addressed to the Board of Directors of the Coastsidewater District and marked on the outside:

“Bid for the Exterior Coating of Crystal Springs Pump Station Project  
Coastsidewater District  
Half Moon Bay, CA”

Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents. Bidders bidding as the prime contractor shall possess a valid California Contractor's "A" License or "C-33" License at the time of Contract award.

The District reserves the right at its sole discretion after opening bids to waive any and all irregularities in any bid, and to make award to the lowest responsible bidder, and to reject any and all bids.

The attention of bidders is directed to the applicable federal and state requirements and conditions of employment to be observed and minimum wage rates to be paid under the Contract. Pursuant to Section 1773 of the Labor Code, the Department of Industrial Relations has established the prevailing rates of per diem wages and general prevailing rates for holiday and overtime work in the locality in which the work called for by this contract is to be performed for each craft, classification, or type of worker needed to execute this contract. These prevailing wage rates are available online at [www.dir.ca.gov/dlsr/pw](http://www.dir.ca.gov/dlsr/pw).

For information concerning this project, contact Joe Guistino, Superintendent of Operations for the Coastsidewater District, by telephone at (650) 726-4405 or by email at [jguistino@Coastsidewater.org](mailto:jguistino@Coastsidewater.org). Dated this 22nd day of June, 2010.

/s/ \_\_\_\_\_  
David R. Dickson  
Secretary of the Board  
Coastsidewater District

## I. CONTRACTOR'S PROPOSAL

TO: Coastside County Water District

PROJECT TITLE: Exterior Painting of Crystal Springs Pump Station Project

### BIDDER'S DECLARATIONS AND AGREEMENTS

The undersigned, hereinafter called the Bidder, hereby proposes to perform all work and to furnish all labor, services, materials (except those specifically described in the Contract Documents as being furnished by the District), tools, equipment, supplies, transportation and all other items and facilities necessary to complete all work for the above-named Project as specified or indicated in the Contract Documents for the price set forth below in this Proposal.

The Bidder has carefully examined all of the Contract Documents for the Project, including the Notice to Contractors, this Proposal and documents submitted together with it, the Contract, the General Conditions, the Special Provisions, the Specifications and all Addenda. All provisions of the Contract Documents are hereby accepted and all representations and warranties required thereby are hereby affirmed.

The Bidder has by investigation of the site of the work and otherwise satisfied itself as to the nature, scope and location of the work and has fully informed itself as to all conditions and matters which can in any way affect the work or the cost thereof, including quantities of materials and equipment required. The Bidder has exercised its own judgment regarding the interpretation of subsurface information and has utilized all data which it believes pertinent from the District and other sources in arriving at his conclusions.

The Bidder has carefully checked all words and figures inserted in this Proposal and understands that it may not be revoked or withdrawn for 75 days after the date on which Proposal are opened.

### CONTRACT EXECUTION AND BONDS.

The Bidder agrees that if this Proposal is accepted, it will, within 15 days after having received notice of award, sign and deliver the Contract in the form included in the Contract Documents and will at that time deliver to the District the Performance Bond and Payment Bond required herein.

### CERTIFICATES OF INSURANCE

The Bidder agrees that if this Proposal is accepted, it will, within 15 days furnish the District with certificates and/or policies of insurance as specified in the Contract Documents.

### START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within ten (10) days after the effective date of the Notice to Proceed and to complete the work, in all respects, within NINETY (90) days after the effective date of the Notice to Proceed.

LIQUIDATED DAMAGES

If the Bidder is awarded the Contract but fails to complete the work within the Contract time limit set forth above, or as it may be extended as provided in the Contract Documents, Bidder agrees to pay liquidated damages to the District at the rate of TWO HUNDRED DOLLARS (\$200) per day until the work is completed.

ADDENDA

The Bidder hereby acknowledges that he has received the following attached Addenda Nos.: \_\_\_\_\_

(Bidder: insert number of each Addendum received and attach copy to this Proposal) and agrees that all Addenda issued are a part of the Contract Documents. The Bidder agrees that this Proposal includes all impacts resulting from these Addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, State and local sales and use taxes are included in the price for the work set forth below.

BID PRICE

The Bidder agrees to accept as full payment for the completion of the Project work, in conformance with the Contract Documents, the amount computed in accordance with the following prices, which includes all costs for labor, materials, tools, equipment, services, taxes, insurance, overhead, profit, warranty performance and all other costs necessary to perform the work in accordance with the Contract Documents.

PROPOSAL  
(BID PRICE)

Exterior painting of the Crystal Springs  
Pump Station, complete, at the lump  
Sum price of

\_\_\_\_\_

\_\_\_\_\_  
(Amount in Words)\_

\$ \_\_\_\_\_  
(Amount in Figures)

SURETY

If the Bidder is awarded the Contract, the surety who will provide the Performance Bond and Payment Bond will be \_\_\_\_\_, whose address is:

Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

BIDDER

The name of the Bidder submitting this Proposal is \_\_\_\_\_.  
The address to which all communications concerning this Proposal and the Contract shall be sent is:

Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

The Bidder's home office address, if different from above, is:

Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

The Bidder's Contractor's License No. is: \_\_\_\_\_.

The License Classification is: \_\_\_\_\_.

The License expires on: \_\_\_\_\_.

The Bidder declares under penalty of perjury under the laws of the State of California that the foregoing licensing information is true and correct.

SIGNATURE

1. If sole owner: I sign as sole owner of the business named above as Bidder.

\_\_\_\_\_  
Signature of Bidder

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

\_\_\_\_\_  
Print Name

Telephone: \_\_\_\_\_

2. If partnership: The undersigned certifies that he/she is a general partner in the Partnership named above as Bidder and that he/she has full authority to sign this Proposal on behalf of the Partnership.

\_\_\_\_\_  
Signature of Partner

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

\_\_\_\_\_  
Print Name

Bus. Telephone:\_\_\_\_\_

3. If Corporation: The undersigned certify that they are officers of the Corporation named above as Bidder and have full authority to sign this Proposal on behalf of the Corporation.

\_\_\_\_\_  
Name of Corporation

BY:\_\_\_\_\_

Name:\_\_\_\_\_

Title: (President or Vice President)

ATTEST:\_\_\_\_\_

Name:\_\_\_\_\_

Title: (Secretary or Assistant  
Secretary)

4. If Joint Venture: The undersigned certify that they have full authority to sign this Proposal on behalf of the Joint Venture named above as Bidder.

\_\_\_\_\_  
Name of Joint Venture

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

Signature

By\_\_\_\_\_

Signature

Title:\_\_\_\_\_

Title:\_\_\_\_\_

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

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

Business telephone number:\_\_\_\_\_

(Submit statement explaining the nature of the individual entities that comprise the Joint Venture and evidence of authority of individuals who sign this Proposal to do so on behalf of the Joint Venture.

LIST OF SUBCONTRACTORS

The Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive of the Public Contract Code of the State of California.

Name under which Sub-contractor is licensed	License Number	Address of Place of Business	Description of Portion of Work To Be Done By Subcontractor

(Do not list alternative subcontractors for the same work.)

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California )  
 )  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ (sole owner, partner, president, etc.) of \_\_\_\_\_, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or 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 of representative of Bidder

Subscribed and sworn to before me, a  
Notary Public in and for the State of California,  
County of \_\_\_\_\_, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature of Notary Public (seal)

My commission expires \_\_\_\_\_, 20\_\_\_\_.

### III. CONTRACT

THIS CONTRACT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the COASTSIDE COUNTY WATER DISTRICT, hereinafter called the "District" and \_\_\_\_\_, hereinafter called the "Contractor".

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all the work and furnish all the labor, materials, tools, equipment, machinery, services, transportation, incidentals and appurtenance required to complete the work of the Exterior Painting of Crystal Springs Pump Station Project all in full compliance with the Contract documents referred to herein.

2. TIME OF COMPLETION. After the Contract has been executed by the District, the Contractor shall begin work within 10 days after the effective date of the Notice to Proceed issued by District and shall diligently prosecute all of the work to completion within 90 calendar days from the effective date of the Notice to Proceed. If the Contractor fails to complete the work within the time limit set forth herein, or as it may be modified as provided in the Contract Documents, liquidated damages shall be paid to the District, as provided in the Contract Documents.

3. CONTRACT PRICE. In consideration of the performance of the work as set forth in the Contract Documents, the District agrees to pay to the Contractor the amount set forth in the Contractor's Proposal dated \_\_\_\_\_, 2010, as it may be hereafter adjusted in accordance with the Contract Documents, and to make such payments in the manner and at the times provided in the Contract Documents. The Contractor agrees to complete the work within the time specified herein and to accept as full payment the amounts provided for herein.

4. COMPONENTS OF CONTRACT. This Contract shall consist of the following documents each of which is on file in the office of the District and all of which are hereby referred to and by this reference made a part of hereof as fully and completely as if they were fully set forth herein:

- (a) This Contract
- (b) The Contractor's signed Proposal
- (c) General Conditions
- (d) Special Provisions
- (e) Specifications
- (f) Addenda No. \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- (g) Notice to Contractors
- (h) Performance Bond
- (i) Payment Bond

(j) Insurance Certificates

The Contract will also include Contract Change Orders, if any, issued by the District as provided in the Contract Documents. The Contract represents the entire integrated agreement between the parties hereto and supersedes prior negotiations, agreements or representations, whether written or oral, except representations contained in the Contractor's Qualifications Statement submitted prior to the award of Contract, if one was required.

5. **WORKER'S COMPENSATION CERTIFICATION.** By its signature hereunder, the Contractor certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the work of this Contract.

6. **NOTICES.** Any notices required or permitted under this Contract may be given by personal delivery to an authorized representative of the recipient or by certified or registered United States mail. In the case of the Contractor, notices shall be addressed to the business address specified in its Proposal. In the case of the District, notices shall be addressed to:

Coastside County Water District  
766 Main St.  
Half Moon Bay, CA 94019  
Attn: General Manager

A copy of any notices to the District shall also be concurrently mailed or delivered personally to the Engineer.

Notice shall be presumed to be received three (3) business days after deposit in the mail, postage prepaid, or upon the date of delivery, if personally given.

7. **GOVERNING LAW.** This Contract is executed and shall be performed in San Mateo County, California. It shall be governed by and construed in accordance with the laws of the State of California.

8. **LEGAL ACTIONS; AGENT FOR SERVICE OF PROCESS.** Any action relating to this Contract, including all disputes between the parties, shall be instituted and prosecuted in a court of competent jurisdiction in the State of California.

Each party hereby appoints the individual listed opposite its name to act as its initial agent for service of process relating to any such action.

DISTRICT: \_\_\_\_\_  
Name of Individual Agent for  
Service of Process

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

CONTRACTOR:

\_\_\_\_\_  
Name of Individual Agent for  
Service of Process

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

IN WITNESS WHEREOF, the parties hereto have signed this Contract as of the day and year first written.

COASTSIDE COUNTY WATER DISTRICT:

BY: \_\_\_\_\_  
President, Board of Directors

ATTEST: \_\_\_\_\_  
Secretary of the District

APPROVED AS TO FORM: \_\_\_\_\_  
Attorney for the District

CONTRACTOR:

\_\_\_\_\_  
Name Under Which Business is Conducted

BY: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: (President or Vice President)

ATTEST: \_\_\_\_\_

Name \_\_\_\_\_

Title: (Secretary or Assistant Secretary)

California Contractor License No.: \_\_\_\_\_

Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Note: Format for Contract execution by Contractor will be adapted for a sole owner, partnership, corporation or joint venture, as appropriate.

**PAYMENT BOND**

BOND NO. \_\_\_\_\_

AMOUNT:\$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ a corporation duly organized under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_

\_\_\_\_\_

in the State of \_\_\_\_\_, and authorized to do business in the State of California, hereinafter called the SURETY, are held and firmly bound unto Coastside County Water District, hereinafter called the OBLIGEE, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the PRINCIPAL has entered into a Contract with the OBLIGEE for the construction of \_\_\_\_\_ and \_\_\_\_\_ said PRINCIPAL is required under the terms of said Contract to furnish a bond securing payment of claims to which reference is made in Section 3248 of the Civil Code.

NOW, THEREFORE, if said PRINCIPAL or any of its subcontractors fails to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond will inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is given to comply with Sections 3247 and 3248 of the Civil Code. The liability of the PRINCIPAL and SURETY hereunder is governed by the provisions of said Code, all acts amendatory thereof, and all other statutes referred to therein, including Section 3225 of the Civil Code.

The SURETY, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications incorporated therein shall impair or affect its obligations and its bond and it hereby waives notice of any such change, extension of time, alteration or addition.

IN WITNESS WHEREOF the above-bounded parties have executed this instrument this day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_  
Attorney-In-Fact

\* \* \*

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS THE COASTSIDE COUNTY WATER DISTRICT (hereinafter referred to as "DISTRICT") has entered into a Contract with \_\_\_\_\_ (hereinafter referred to as "PRINCIPAL") for construction of the \_\_\_\_\_ (the "Contract"); and

WHEREAS said PRINCIPAL is required under the terms of said Contract to furnish a bond of faithful performance of said Contract,

NOW, THEREFORE, we, the undersigned PRINCIPAL, and \_\_\_\_\_, as Surety, are held and firmly bound unto the DISTRICT, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, to be paid to the DISTRICT or its successors and assigns; for which payment, we bind ourselves, our heirs, executors, administrators, successors, and assigns, **jointly and severally, firmly by these presents.**

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above-bound PRINCIPAL, or its heirs, executors, administrators, successors, or assigns approved by the DISTRICT, shall promptly and faithfully perform the covenants, conditions and agreements in the Contract during the original term and any extensions thereof as may be granted by the DISTRICT, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on PRINCIPAL's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the DISTRICT as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

Whenever PRINCIPAL shall be and declared by the DISTRICT to be in default under the Contract, Surety shall promptly remedy the default, or shall promptly do one of the following at the DISTRICT's election:

1. Undertake through its agents or independent Contractors, reasonably acceptable to the DISTRICT, to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the Contract, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse the DISTRICT for all costs the DISTRICT incurs in completing the Contract, and in correcting, repairing or replacing any defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the Contract.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the DISTRICT's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT or its successors or assigns.

In the event suit is brought upon this bond by the DISTRICT, Surety shall pay reasonable attorney's fees and costs incurred by the DISTRICT in such suit.

**IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly executed by its undersigned representative, pursuant to authority of its governing body.**

\_\_\_\_\_  
(PRINCIPAL)

By \_\_\_\_\_

*Note:*

*To be executed by PRINCIPAL  
and Surety with acknowledgment  
and notarial seal attached.*

By \_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
Address)

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF CALIFORNIA )  
 ) ss.  
CITY AND COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

TO BE CONSIDERED COMPLETE, BOTH THE BIDDER AND AN ADMITTED SURETY INSURER AUTHORIZED BY THE CALIFORNIA INSURANCE COMMISSIONER TO TRANSACT SURETY BUSINESS IN THE STATE OF CALIFORNIA MUST SIGN THIS PERFORMANCE BOND. IN ADDITION, BOTH THE PRINCIPAL'S AND THE SURETY'S SIGNATURES MUST BE NOTARIZED AND A COPY OF THE SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

## IV. GENERAL CONDITIONS

**G.01 OBTAINING PROPOSAL FORMS.** Proposal forms and other bid documents shall be obtained from the Coastside County Water District, 766 Main St., Half Moon Bay, CA.

**G.02 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK.** The bidder shall examine carefully the Contract Documents and the site of work and shall inform himself of the conditions relating to the execution of the work. Failure to do so will not relieve the successful bidder of his obligation to enter into a Contract and complete the work in strict accordance with the Contract Documents. "Conditions relating to the execution of the work" include the requirements of federal, state and local laws, statutes and ordinances relative to the execution of the work, including, but not limited to, applicable regulations concerning minimum wage rates, non-discrimination in the employment of labor, protection of public and employee health and safety, and environmental protection. The submission of a Proposal shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and scope of work to be performed, the quantities of materials to be furnished and the requirements of the Contract Documents. The submission of a Proposal shall also be a representation that the bidder has carefully reviewed the Contract Drawings and Specifications and has found them satisfactory and sufficient for the purpose of preparing its Proposal.

**G.03 PREPARATION OF PROPOSALS.** The form of Proposal in this book, when filled out and executed by the bidder, shall be submitted as his bid. Bids not presented on such forms will be disregarded.

All blank spaces in the Proposal form must be filled in, as required, preferably in black ink. All price information shall be shown, clearly legible, in both words and figures, where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in the case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

The bidder shall sign his Proposal in the blank space provided therefor. If bidder is the sole owner, the Proposal shall be signed by the owner. If bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth above and the Proposal shall be signed by the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, the true name of the firm shall be set forth above, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the bidder is a joint venture, the Proposal shall be signed by each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the bidder other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Proposals or must be submitted with the Proposal. If requested by the District, the bidder shall promptly submit evidence satisfactory to the District of the authority of the person signing the Proposal.

**G.04 SUBMISSION OF PROPOSALS.** All Proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Notice to Contractors. Proposals must be made on the Proposal forms provided herewith. Proposals and other required forms may be copied and submitted as a separate package or may be left attached to this book. Any Proposal received after the prescribed time shall be rejected, regardless of whether or not Proposals are opened exactly at the prescribed time.

Each Proposal must be submitted in a sealed envelope. The envelope must be clearly marked to show the bidder's name and the Contract name, without being opened, and be addressed in conformance with the instructions in the Notice to Contractors.

**G.05 LIST OF SUBCONTRACTORS.** The bidder shall submit with his Proposal, on the List of Subcontractors provided, the names and business addresses of each subcontractor who will perform work under this Contract in excess of 1/2 of 1 percent of the amount of the total Proposal, and shall list the portion of the work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the work, the bidder agrees to perform that portion of the work himself, and represents that he is qualified to perform that portion of the work himself.

**G.06 PUBLIC OPENING OF PROPOSALS.** Proposals will be opened and read aloud publicly at the date, time and place designated in the Notice to Contractors. Bidders and their authorized representatives are invited to be present. The District reserves the right to extend by Addendum the period for submission and opening of Proposals. If the District does extend the date for submission of Proposals, Proposals may be withdrawn at any time prior to the extended date.

**G.07 REJECTION OF PROPOSALS.** Proposals may be rejected if they show such items as: any alteration of form; additions not called for; conditional bids; incomplete bids; erasures; irregularities which make the Proposals incomplete, indefinite or ambiguous; obviously unbalanced prices; no acceptable Bid Security; or if the Proposal is not properly executed.

**G.08 LICENSING OF BIDDERS.** Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the work specified in the Contract Documents.

**G.09 RESPONSIBILITY OF BIDDERS.** Bidders shall, if requested by the District, submit a statement of qualifications which shall include experience in the type of work to be performed, financial condition, available construction equipment, and listing of all agencies for which work has been performed during the past two years. The District may reject the Proposal of any bidder on the basis of insufficient work experience, insufficient financial capability, inadequate equipment, poor performance on work previously completed for the District or other agencies, or previous violation of safety or other legal requirements resulting in disqualification or otherwise being prevented from bidding on federal, state or local agency projects.

**G.10 RELIEF OF BIDDERS.** Unless the District in its sole discretion elects otherwise, a bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistake, but he may bring an action against the District in a court of competent jurisdiction in the county in which the bids were opened for the recovery of the amount forfeited, without interest or costs.

If the bidder brings such action it shall be his responsibility to establish that:

- a. A mistake was made;
- b. He gave the District written notice within five days after the opening of the Proposals of the mistake, specifying in the notice in detail how the mistake occurred;
- c. The mistake made the Proposal materially different than he intended it to be: and
- d. The mistake was made in filling out the Proposal and was not due to error in judgment nor to carelessness in inspecting the site of the work, nor in reading the Contract Documents.

**G.11 AWARD OF CONTRACT.** The District reserves, in its sole discretion, the right to reject any and all Proposals and to waive any informalities and irregularities in Proposals received, other provisions in the Contract Documents notwithstanding.

The Proposals will be compared on the basis of the Total Bid Price which is the sum of the lump sum bid items and, for unit price items, the sum of the products of the Engineer's Estimate of quantities shown in the Proposal multiplied by the unit bid price. In the event of a discrepancy between the unit bid price and the extension price, the unit price shall govern.

The award of the Contract, if it be awarded, will be made to the lowest responsible, responsive bidder.

**G.12 TIME OF AWARD.** Within forty-five (45) days after the opening of Proposals, the District will either reject all Proposals or award the Contract to the lowest responsible, responsive bidder. If the lowest responsible, responsive bidder refuses or fails to execute the Contract and provide an acceptable Performance Bond, Payment Bond and insurance certificate(s), the District may award the Contract to the second lowest responsible, responsive bidder. Such award, if made, will be made within sixty (60) days after the opening of Proposals. If the second lowest responsible, responsive bidder refuses or fails to execute the Contract and provide an acceptable Performance Bond, Payment Bond and insurance certificate(s), the District may award the Contract to the third lowest responsible, responsive bidder. Such award, if made, will be made within seventy-five (75) days after the opening of Proposals. The periods of time specified above within which an award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing by the District and the bidder or bidders concerned.

**G.13 EXECUTION OF CONTRACT.** The successful bidder shall, within 15 days after having received notice that the Contract has been awarded, sign and deliver to the Owner a Contract in the form hereto attached together with the Contract Bonds and insurance certificates executed as required in the Contract Documents. Within 10 days (not including Sundays and

legal holidays) after receiving the signed Contract with acceptable bonds and insurance certificates from the successful bidder, the District will sign the Contract.

**G.15 CONTRACT BONDS.** The bidder to whom the Contract is awarded shall furnish the following bonds ("Contract Bonds"):

a. **Performance Bond**, in an amount not less than 100 percent of the Contract price, to secure faithful performance of the Contract and the guarantees against defective workmanship, materials, or both during the warranty period following final acceptance of the work by District.

b. **Payment Bond**, in an amount not less than 100 percent of the Contract price, to secure payment of all persons supplying labor or materials for the construction of the work.

Contract bonds shall be on the forms bound herewith and shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to District.

All alterations, extensions of time, extra and additional work and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties on the Contract bonds.

**G.16 INTENT OF CONTRACT DOCUMENTS.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intent of the Contract Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. When the Contract Documents describe portions of the work in general terms, but not in complete detail, it is understood that the best general practice shall be followed and only materials and workmanship of the best standard quality shall be used. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied, whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. All sections of the Specifications and Contract Drawings are interdependent and apply, as applicable, to the work as a whole.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect on the first published date of the Notice to Contractors, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of District or Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to District, or any of District's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the other provisions of the Contract Documents.

The Contract Documents are divided into parts, divisions and sections for convenient organization and reference. Generally, there has been no attempt to divide the specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

**G.17 EXAMINATION AND VERIFICATION OF CONTRACT DOCUMENTS.** The Contractor shall thoroughly examine and become familiar with all of the various parts of these Contract Documents and determine the nature and location of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. Failure to make an examination necessary for this determination shall not release the Contractor from the obligations of this Contract. No oral agreement or conversation with any officer, agent or employee of the Owner, or with the Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained. The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Engineer any errors, inconsistencies or omissions discovered.

**G.18 CHANGES; CONTRACT CHANGE ORDER.** The District may, without notice to the sureties, and without invalidating the Contract, at any time make alterations, deviations, additions to or deletions from the Contract Documents, and may increase or decrease the quantity of any item or portion of the work, or delete any item or portion of the work, and may require extra work, as determined by the District to be necessary or advisable. All such work shall be performed under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered.

Any such changes will be set forth in a written Contract Change Order issued by the District. The Contract Change Order will specify: (1) the work to be done in connection with the change to be made; (2) the amount of the adjustment of the Contract price, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any.

**G.19 REQUEST FOR QUOTATIONS FOR CHANGE IN WORK.** District may request Contractor to provide quotations for performing proposed changes to the work. Such requests for quotations shall not be considered authorization to proceed with the change prior to issuance of an approved Contract Change Order, nor shall such request justify any delay in executing existing work. Contractor shall, upon such a request, provide quotations for increases or decreases in the Contract Price and the Contract time associated with performing the proposed change. Quotations shall include substantiating documentation with an itemized breakdown of Contractor and Subcontractor costs, including labor, materials, rentals, services, overhead and profit. The cost of preparing such quotations is included in the Contract price and Contractor shall not be entitled to any additional compensation for preparing them.

**G.20 PRESERVATION AND CLEANING.** The Contractor shall clean up the work at frequent intervals and at other times when directed by the District. Before final inspection of the work, the Contractor shall clean the project site, material sites and all ground occupied by him in connection with the work, of all rubbish, excess materials, and other debris, which shall be disposed of off the site by the Contractor. All parts of the work shall be left in a neat and

presentable condition. Final cleaning shall include washing, dusting and sweeping, as applicable, to restore the site to its pre-construction condition.

**G.21 GUARANTY OF WORK.** Notwithstanding inspections and acceptance by the District of work furnished under this Contract, the Contractor warrants to the District that all materials and equipment furnished under the Contract, including that provided pursuant to Change Orders, will be of good quality and new, that the work will be free from defects in material or workmanship, and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required by the Special Provisions or Technical Specifications for specified items of equipment or materials. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

**G.22 CORRECTION OF WORK DURING WARRANTY PERIOD.** If, within two years after the date of final acceptance of the work by the District, any of the work is found not to be in accordance with the Contract Documents, specifically including Section G.21 ("Guaranty of Work") the Contractor shall correct it promptly after written notice from the District to do so, and pay for any damage to other property resulting from such non-conforming work. If the Contractor fails to make the repairs or replacements promptly, or in an emergency when delay could cause risk of damage or loss, the District may have the non-conforming work removed, replaced or corrected at the expense of the Contractor and his surety. Non-conforming work which is remedied under this Section shall be subject to an extended warranty obligation, identical in terms to that provided by Section G.21 and this Section for a period of two years after the non-conforming work has been remedied.

Nothing contained in this Section G4.22 shall be construed to establish a period of limitation with respect to other obligations which the Contractor may have under the Contract Documents. Establishment of the period of two years as described in this Section relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the work.

**G.23 LAWS TO BE OBSERVED.** The Contractor shall keep himself fully informed concerning all requirements of law, including but not limited to all State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, 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 or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe, and shall cause all his agents and employees to observe, all such requirements of laws and shall protect, indemnify and hold harmless the District and the Engineer, and all of their respective officers, agents and employees against all claims and liabilities arising from or based on the violation of any such requirement of law whether by the Contractor or his employees. If any discrepancy or inconsistency is

discovered in the Contract Documents for the work in relation to any such requirements of laws, the Contractor shall immediately report the same to the District in writing. The Contract Documents shall be governed by the laws of the State of California.

**G.24 CONTRACTORS' LICENSING LAWS.** Attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code concerning the licensing of contractors. All bidders and contractors shall be licensed in accordance with the laws of the State of California and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

**G.25 PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses (except those procured or to be procured by the District which are listed in the Special Provisions or Specifications), pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

**G.26 SAFETY REQUIREMENTS.** The Contractor shall promptly and fully comply with and carry out, and shall without separate charge therefor to the District, enforce compliance with the safety and first aid requirements prescribed by applicable State and Federal laws and regulations, rules and orders and as may be necessary to the end that work shall be done in a safe manner and that the safety and health of the employees and the people of local communities is safeguarded. Compliance with the provisions of this Section by subcontractors shall be the responsibility of the Contractor. All installed material, equipment and structures, without separate charge therefor to the District, shall fully conform with all applicable State and Federal safety laws, rules, regulations and orders and it shall be the Contractor's responsibility to furnish only such material, equipment and structures, notwithstanding any omission in the Contract Documents thereof or that a particular material, equipment or structure was indicated.

**G.27 SANITARY PROVISIONS.** The Contractor shall conform to the rules and regulations pertaining to sanitary provisions established by the State, and to County, City and municipal laws and ordinances as may be applicable. Toilets for use of employees on the work shall be furnished where needed and shall be maintained by the Contractor.

**G.28 RESPONSIBILITY FOR DAMAGE.** The District and all Directors, officers, employees and authorized agents thereof connected with the work, and the Engineer, shall not be answerable or accountable in any manner: for 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; for injury to or death of any person (including but not limited to workers or the public) from any cause whatsoever; or damage to property from any cause whatsoever.

The Contractor shall be responsible for any liability imposed by law and 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.

To the maximum extent permitted by law, the Contractor shall indemnify and save harmless the District and all Directors, officers, employees and authorized agents thereof, and the Engineer,

from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor, of subcontractors, or of any other person, firm or entity and the public) or damage to property arising from any cause whatsoever during the progress of the work or at any time before its final completion and acceptance. The duty of the Contractor to indemnify and save harmless includes the duties to defend (by legal counsel satisfactory to the indemnitees) as set forth in Section 2778 of the Civil Code and to pay attorney's fees and litigation costs required by such defense.

With respect to third party claims against Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the District, its Directors, officers, employees or authorized agents, or the Engineer. It is the intent of the parties that the Contractor shall indemnify and hold harmless the District, its Directors, officers, employees and authorized agents, and the Engineer, from any and all claims, suits, or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of the District, the Engineer, the Contractor, a subcontractor or employee of any of these, other than the active negligence of the District or its Directors, officers, employees or authorized agents, or the Engineer.

## **G.29 CONTRACTOR'S LIABILITY INSURANCE.**

A. Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California (and acceptable to the District) policies of insurance as will protect the Contractor and the District from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits and any other similar employee benefit acts, which are applicable to the work;
2. claims for damage because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by comprehensive personal injury liability coverage which are sustained by (1) a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
7. claims involving contractual liability insurance applicable to the Contractor's indemnity obligations under Section G7.18.

B. The liability insurance required by Paragraph A shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C&U coverages)

2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability with Employment  
Exclusion deleted
5. Broad Form Blanket Contractual, including specified provision for Contractor's obligation under Section G7.18
6. Owned, Non-Owned and hired motor vehicles
7. Broad Form Property Damage, including Completed Operations.

C. The liability insurance required by Paragraph A shall be written for not less than the limits of liability specified in the Special Provisions or as required by law, whichever is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of work until the date of acceptance and final payment, and thereafter as may be required in the Special Provisions.

D. District, its Directors, officers, employees, and agents, and the Engineer, shall be named as additional insureds on the Contractor's liability coverage policies.

E. In the event any work is subcontracted, the Contractor shall require the subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractors' employees engaged in such work. In addition, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed by a subcontractor, to the extent such liability is not covered by the subcontractor's insurance.

F. At least ten (10) days prior to commencing work hereunder, Contractor shall furnish the District certificates of each policy of insurance required hereunder, in form and substance satisfactory to District. Such certificates shall show the type, amount, class of operations covered, effective dates and date of expiration of policies and shall contain substantially the following statements:

"1. That the insurance covered by this certificate shall not be cancelled (or not renewed) and coverage will not be materially altered without 30 days' prior written notice to District.

2. That the District, its Directors, officers, employees, authorized agents and the Engineer are additional insureds on the policies.

3. That the policy is primary insurance and the company providing such policy shall be liable thereunder for the full amount of any claim or loss up to and including the total limits of liability, without right of contribution from any other insurance maintained by the District or the other additional insureds.

4. That the policy provides that inclusion of the District as an insured shall not affect the District's rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. Said policy shall protect Contractor and District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the company's liability as set forth in this policy beyond the amount shown or to which the company would have been liable if only one interest had been named as an insured."

Upon District's requirement, copies of each such policy of insurance and all endorsements shall also be promptly delivered to District.

G. The Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not be interpreted as relieving Contractor from any obligation under the Contract Documents. If any claim is made by any third person against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the insurance carrier and the District.

H. If Contractor fails to procure and maintain any insurance required under this Section, the District may take out and maintain, at the Contractor's expense, such insurance as the District may deem proper and deduct the cost thereof from any monies due the Contractor.

I. For projects located within public right of way, additional insurance requirements may be imposed by the owner of the right of way as a condition of issuing an encroachment or street opening permit to the Contractor. The Contractor shall provide such insurance at his sole cost and expense.

**G.30 DISPOSAL OF MATERIAL OUTSIDE THE WORK SITE.** Unless otherwise specified in the Specifications, the Contractor shall make his own arrangements for disposing of materials outside the work site and he shall pay all costs involved.

**G.31 ACCEPTANCE OF THE WORK.** When the District has made the final inspection and determines that the work has been completed in all respects in accordance with the Contract Documents, it will recommend that the District Board of Directors formally accept the work. Immediately upon and after such formal written acceptance by the District Board of Directors, the Contractor will be relieved of the duty of maintaining the work as a whole, and he will not be required to perform any further work thereon except as provided in Sections G.21, "GUARANTY OF WORK" and G.22, "CORRECTION OF WORK DURING WARRANTY PERIOD."

**G.32 ACCESS TO THE WORK.** The Contractor shall satisfy himself that the jurisdictions through which his operations and haul routes pass will permit such operations with respect to type of vehicle, laden weights, frequency and dimensions of loads, hours of operation and required traffic control. All necessary permits, licenses or bonds shall be obtained and paid for by the Contractor.

**G.33 PERSONAL LIABILITY.** Neither the District's Directors, General Manager, Secretary, Engineer, Officers, Agents, Representatives nor Employees shall be personally responsible for any liability arising under or by virtue of this Contract.

**G.34 INDEPENDENT CONTRACTOR STATUS.** The Contractor shall independently perform all work under this Contract and shall not be considered as an agent or employee of the District, nor shall the Contractor's subcontractors or employees be considered as subagents of the District.

**G.35 SUBCONTRACTING.** The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control.

No subcontractor will be recognized as such and nothing in the Contract Documents shall create any contractual relationship between the District and any subcontractor. The Contractor is as fully responsible to the District for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall perform with his own organization Contract work amounting to not less than fifty percent (50%) of the original total Contract price. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract item bid price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

Attention is directed to the requirements of Sections 4100 to 4113, inclusive, of the California Public Contract Code which are applicable to this Contract. Each bidder shall list in his Bid the name and business address of each subcontractor to whom the bidder proposes to subcontract a portion of the work, and shall list each subcontractor, licensed by the State of California, proposed by the bidder to specially fabricate and install a portion of the work. Said list shall include a description of the portion of the work which shall be done by each subcontractor. The bidder shall execute and submit with his Bid the "List of Subcontractors" on the form included in this book.

**G.36 NOTICE TO PROCEED.** As soon as practicable after execution of the Contract by the District, approval by the District of Contract Bonds and all other documents listed in the Contract, and after receipt of acceptable insurance certificates by the District, a written Notice to Proceed will be mailed to the Contractor. The effective date of the Notice to Proceed will be the date stated as such in the Notice to Proceed, provided that the effective date will not be earlier than the day following the issuance of the Notice to Proceed.

**G.37 BEGINNING OF WORK.** The Contractor is not authorized to perform any work until he has received a Notice to Proceed from the District. Within ten (10) days after the effective date of such Notice to Proceed, the Contractor shall commence work and shall diligently prosecute the same to completion within the time limit provided in the Special Provisions. The Contractor shall notify the District, in writing, of his intent to begin work at least 72 hours before work is begun.

**G.38 CONSTRUCTION SCHEDULES.** The Contractor shall, within ten (10) days after the effective date of the Notice to Proceed, submit to the District three copies of a construction schedule covering his operations for the work. The construction schedule shall be in the form of a bar chart or arrow diagram, unless a critical path method analysis is required by the Special Provisions or Specifications. The schedule shall show the order in which the Contractor proposes to carry out the work and the dates on which he expects to start and finish each part or

division of the work (including procurement of materials, plant and equipment). The construction schedule shall be consistent with the time and order of work requirements of the Contract Documents and shall provide for expeditious and practicable execution of the work.

**G.39 SITE MEETINGS.** The Contractor shall schedule meetings with the District and each active subcontractor at the work site weekly, or at such other frequency as is acceptable to District. Each subcontractor shall have present a competent representative to report the conditions of his work and to discuss problems.

**G.40 TIME OF COMPLETION.** The Contractor shall complete all or any designated portion of the work called for under the Contract in all parts and requirements within the time set forth in the Special Provisions.

**G.41 DISTRICT'S RIGHT TO STOP THE WORK.** If the Contractor fails to promptly correct work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out work in accordance with the Contract Documents, the District may, in writing, order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. The Contractor shall immediately comply with a written order of the District to stop the work. The work stopped shall be resumed as and when ordered by the District.

**G.42 LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the work called for under the Contract in all parts and requirements is not completed within the number of days as set forth in the Special Provisions, damage will be sustained by the District and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the District will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor shall pay to the District (as liquidated damages for delay and not as a penalty) the sum set forth in the Special Provisions per day for each and every calendar day's delay in finishing the work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the District may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

**G.43 NON-DISTRICT FACILITIES.** The Contractor shall protect from damage those utilities and other non-District facilities that are to remain in place, be installed, relocated or otherwise arranged. The cost of providing and maintaining all necessary or required temporary structures, of making any necessary repairs, replacements, or similar operations, or furnishing indemnity or other bonds, if required, and all costs required by this Section shall be paid by the Contractor and shall be included in the prices bid in the schedule for other items of work.

**G.44 TEMPORARY UTILITIES.** The Contractor shall make his own arrangements with utility companies for any services he may require in performance of the work of this Contract and shall pay all costs of these services directly to these utility organizations.

**G.45 SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment and incidentals

necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the District; and for all risks of every description connected with the prosecution of the work, also for all expense incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or materials.

The Contractor shall pay, and shall assume exclusive liability for, all taxes levied or assessed on or in connection with his performance of this Contract, whether before or after acceptance of the work, including, but not limited to, state and local sales and use taxes, federal and state payroll taxes or assessments, and excise taxes, and no separate allowance will be made therefor, and all costs in connection therewith shall be included in the total amount of the Contract price.

**G.46 PAYMENT SCHEDULES.** The Contractor shall submit a Schedule of Pay Items for review and approval by the District prior to the initial partial payment to the Contractor. The Schedule of Pay Items shall be prepared by the Contractor in a format approved by the District and shall include such detail as directed by the District. The Schedule shall be sufficiently clear and detailed so as to facilitate an accurate and realistic appraisal of monthly progress for the purpose of making partial payments. The value for each bid item shall total the bid amount. The cost breakdown shall include only actual work items. No amounts will be allowed for mobilization and other overhead costs such as bonds and insurance. Costs of these items shall be spread uniformly over the actual items of work. The values in the Schedule will be used only for determining partial payments.

**G47 INVOICE FOR WORK COMPLETED.** Once each month, at a time, place and location mutually agreeable, the Contractor and District shall meet to discuss the amount of work completed satisfactorily during the work period since the last invoice for partial payment was prepared. A draft invoice for work completed shall be prepared; the District's judgment will be final if disputes occur regarding the amount of work completed or its value. Following the meeting, the Contractor shall formally submit the invoice for work completed in a form acceptable to the District. The invoice will certify, and be supported by evidence if required by the District, that the work invoiced has been done and that the materials listed are at the storage places indicated. The invoice may include the amount and value of such acceptable material as has been furnished and delivered to the site or has been furnished and stored for use in the work, provided it is stored within the general work area and is designated for incorporation in the work.

**G.48 RETENTION.** In addition to amounts, if any, withheld pursuant to any other provision of these General Conditions, including the District's right to withhold for the estimated or actual costs of correcting defective work and amounts claimed by the District as liquidated damages or other offsets, the District will retain an amount equal to 10 percent of the estimated value of the work done and 10 percent of the value of materials estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the Contract by the Contractor.

**G.49 PARTIAL PAYMENTS.** Each acceptable Contractor's invoice will be paid within 45 days of the District's receipt of the invoice, after deducting all previous payments, retentions, and other sums as described in the Contract Documents. No such payment will be made when, in the judgment of the District, the work is not proceeding in accordance with the provisions of the Contract, or when the total value of the work done as shown on the invoice does not exceed three hundred dollars. No such invoice nor payment will be construed to be an acceptance of any work or materials.

**G.50 FINAL PAYMENT.** After the work has been accepted by the District, payment will be made to the Contractor in accordance with the provisions of this Section. Upon acceptance, the District will record a Notice of Completion covering the project.

Within 30 days after acceptance by the District, the Contractor shall prepare and submit a proposed final invoice in writing, prepared in a form acceptable to the District. The proposed final invoice will show the proposed total amount of compensation payable to the Contractor, including an itemization of that amount segregated as to Contract item quantities, extra work and other bases for payment. The proposed final invoice will also show all deductions made or to be made for prior payments and amounts to be kept or retained under the Contract.

## V. SPECIAL PROVISIONS

Certain of the GENERAL CONDITIONS are modified, deleted, or supplemented by the SPECIAL PROVISIONS which follow. The numbering of the SPECIAL PROVISIONS follows that of the GENERAL CONDITIONS, e.g. Section SP.09 of the SPECIAL PROVISIONS modifies Section G.09 of the GENERAL CONDITIONS.

**SP.09 RESPONSIBILITY OF BIDDERS.** Bidders shall possess a valid California Contractor's "A" License or a "C-33" license at the time of Contract award, and shall have held that license under the contractor's current name for a minimum time period of 5 years. Each bidder shall have performed similar work on a minimum of 20 projects over the past 5 years within 100 miles of the City of Half Moon Bay, and a minimum of 5 of these projects shall have been performed for public agencies.

### **SP.29 CONTRACTOR'S LIABILITY INSURANCE.**

- A. Personal Injury and Property Damage Liability Insurance. Injury and Property Damage Insurance (including that covering motor vehicles) shall be in an amount not less than Three Million Dollars (\$3,000,000) combined single Personal Injury and Property Damage Liability limit per occurrence. If the coverage is provided by primary and excess layers, the excess coverage shall be on a "following form" policy.
- B. Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance shall be provided in conformance with the laws of the State of California. Employer's Liability Insurance shall not be less than Five Million Dollars (\$5,000,000) per accident or disease.

**SP.40 TIME OF COMPLETION.** The Contractor shall begin work within ten (10) days after the effective date of the Notice to Proceed and shall diligently prosecute all of the work to completion before the expiration of 90 days from the effective date of said Notice to Proceed.

**SP.42 LIQUIDATED DAMAGES.** The Contractor shall pay to the District the sum of Two Hundred Dollars (\$200) for each and every calendar day that completion of the work is delayed beyond the number of calendar days provided in these Contract Documents.

## VI. SPECIFICATIONS

### SECTION 09900

#### PAINTING

##### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Work Included in This Section. Provide all labor, materials and equipment required for the exterior repainting of the Crystal Springs Pump Station. It is the intent of these specifications that the work will result in a complete job of commercial quality. All painting work shall be performed by the same painting contractor.
  
- B. Pump Station Description. The Crystal Springs Pump Station was constructed in calendar year 1991.
  - 1. Existing Paint. The building was painted as part of the initial construction work. It has not been repainted since 1991. There are no available records for the coating materials used for the initial painting.
  - 2. Building Dimensions. The approximate dimensions of the building are: length = 66 feet, width = 40 feet, and height of side walls = 15 feet. There are also 3 concrete roof hatches with removable concrete covers, the exterior dimensions of which are approximately 6 foot long by 6 foot wide by 4 foot in height.
  
- C. Surfaces to be Painted. All exterior surfaces of the building are to be painted except for surfaces described below as not requiring painting. Surfaces to be painted include but are not limited to the following:
  - 1. Concrete building walls and concrete roof hatch walls and covers.
  - 2. Metal surfaces including the following:
    - a. Steel fascia (continuous around perimeter of building; located below roof shingles).
    - b. Metal doors:
      - 1. Exterior and interior face of each door.
      - 2. Sides, top and bottom of each door.

3. Door frame for each door, on both the building exterior and interior, including the bottom of the door frame below the threshold.
  - c. Pipe and piping appurtenances including the two 16 inch diameter U-vent pipes on the surge tank vault (vault is located approximately 30 feet south of the south building wall).
  - d. Enclosure for the automatic transfer switch (located on south wall of building adjacent to entrance doors) and the fiberglass conduit frames above the transfer switch enclosure.
  - e. SCADA system antenna from its bottom to the height of the roof (located on the north wall of the building).
  - f. The two aluminum louvers and frames (located on the east side of the building).
3. Cement plaster soffits and 3 inch wide ventilation slots (continuous around perimeter of building; located between fascia and building wall).

D. Surfaces Not To Be Painted. These surfaces shall be covered during the painting work with vinyl sheeting or masking tape so as not to inadvertently receive paint or paint splatter:

1. Glass including glass block.
2. Stainless steel.
3. Door hardware (hinges, handles, etc.).
4. Rubber.
5. Signs.
6. Electrical enclosures designated by the District not to be painted.
7. Roof shingles.
8. SCADA system antenna above the top of the building roof.

## 1.02 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies. All work shall be in full compliance with all current requirements of regulatory agencies. The Contractor shall obtain all permits required for the work.
  1. All work, material, procedures and practices under this Section shall conform with requirements of the California Air Resources Board (CARB) and the Bay Area Air Quality Management District (BAAQMD).

### 1.03 SUBMITTALS

- A. General. Submit for review 5 copies of each submittal document requirement.
- B. Technical Data. Submit complete technical data on all materials to be used on the project for review prior to ordering material.
- C. Color Chips. Submit color chips for selection of paint colors by the District.
  - 1. The first submittal shall be comprised of standard size paint chips for preliminary selection of paint colors. The District anticipates that 3 different colors will be required: 2 colors for the building and a red color for the fire protection pipeline.
  - 2. The District will select 2 alternatives for the paint colors to be applied to the concrete walls and to the steel doors of the building. The Contractor shall then prepare on 8-1/2" x 11" cardboard paint samples using the manufacturers paint to be utilized for the project. If requested the cardboard sample for each color shall be prepared in 2 alternative sheens (such as flat, satin, and gloss). A maximum of 4 cardboard paint samples may be required.
- D. Construction Schedule. Submit a construction schedule indicating dates of beginning and completion for each item of work.

### 1.04 DELIVERY AND STORAGE OF MATERIALS

- A. Delivery. All materials shall be delivered in unopened containers with manufacturer's label.
- B. Storage. Materials shall be stored in the area assigned by the District. Storage area shall be maintained clean and fire safe.
- C. Disposal. Used rags, empty buckets, and other similar items for disposal shall be removed from the site daily.

### 1.05 HOURS OF WORK

- A. All work shall be performed between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. No work shall be performed on Saturdays, Sundays, and State and Federal Holidays.

#### 1.06 ENVIRONMENTAL PROTECTION REQUIREMENTS

- A. General. All work activities shall be confined to the interior limits of the chain link fencing around the Crystal Springs Pump Station building.
- B. Wash Water Runoff. Runoff of water used for washing containing chemical additives will not be permitted. See the detailed requirements for washing contained in Part 3 - Execution of this Specification Section.
- C. Spray Painting. Paint application by spraying will not be permitted in order to contain all paint within the interior limits of the chain link fencing. See the detailed requirements for paint application contained in Part 3 - Execution of this Specification Section.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Straw Fiber Rolls. These rolls shall be the type commonly placed around storm drain inlets on construction sites to prevent sediment from entering the storm drain system. The rolls shall be nominally 8 inch diameter and shall be similar and equal to KriStar Product No. 262-SCFR3.
- B. Water. Water for washing of surfaces to be painted shall be provided at no cost to the Contractor from a hose bibb located within the Crystal Pump Station building. This water is from Crystal Springs Reservoir, and contains no chlorine or other chemical additives and is non potable.
- C. Patching Material for Concrete Surfaces. RapidSet "WonderFixx" concrete patching compound or approved equal.

- D. Caulk for Sealing Cracks in Concrete Surfaces. VIP Waterproofing Systems Elastomeric Ter-Polymer Sealant or approved equal.
- E. Primer for Rusty Metal Surfaces. Advanced Protective Products "Rust Destroyer". Alternative products will not be acceptable.
- F. Primer for Non-Rusty Metal Surfaces. Zinsser "Cover Stain" oil base primer-sealer-stain killer, or approved equal.
- G. Primer for Concrete Surfaces. Sherwin Williams "Loxon" Exterior Masonry Solutions, or approved equal.
- H. Paint for Concrete and Steel Surfaces. Sherwin-Williams "Duration" exterior acrylic latex. Alternative products will not be acceptable.

## PART 3 - EXECUTION

### 3.01 WORK SEQUENCE

The work shall be performed in conformance with the following sequence which is general in nature and is not intended to provide a complete description of the work to be performed.

- A. Prior to Beginning On-Site Work:
  - 1. Complete the submittal process described in Part 1 of this Specification document.
  - 2. Participate in a Pre-Construction meeting with District personnel.
- B. On-Site Work. See detailed requirements below:
  - 1. Complete installation of straw fiber rolls.
  - 2. Complete washing of all surfaces to be painted.
  - 3. Complete surface preparation and painting work for all surfaces to be painted.
  - 4. Complete cleanup work.

### 3.02 INSTALLATION OF STRAW FIBER ROLLS

- A. Prior to beginning any other on-site activities, a single row of straw fiber rolls shall be installed inside of the

perimeter chain link fence to contain all materials removed from the building by the surface preparation work. The fiber roll shall be laid end to end in a circle around the building, and staked in place.

### 3.03 WASHING OF SURFACES TO BE PAINTED

- A. General. All surfaces to be painted shall be washed first by pressure washing then followed hand washing.
- B. Pressure Washing. Pressure washing shall be performed using water containing no chemical additives. The District will furnish the water for the pressure washing from a hose bibb inside of the building. Use of chemical additives in the pressure wash water will not be permitted for compliance with the environmental protection requirement that no water containing contaminants is permitted to flow off the project site.
- C. Hand Washing.
  - 1. Hand washing shall be performed using sponges and water containing bleach or similar materials. Hand washing operations shall be continued until the surface conforms to the surface preparation requirements of the paint manufacturer of the product to be applied to the surface.
  - 2. The wash water shall not be permitted to flow off of the site. If required to prevent runoff, cloths or other absorbent material shall be placed at the bottom of the wall to absorb the wash water.
  - 3. Inspection. At completion of the hand washing, the work shall be inspected by the District. The Contractor shall install and remove a ladder as requested to allow District employees safe access to areas they desire to inspect.

### 3.04 SURFACE PREPARATION AND PAINTING OF CONCRETE SURFACES INCLUDING THE SOFFITS

- A. Surface Preparation:
  - 1. Washing. Complete washing as specified above until all of the chalky material on the surface has been removed.
  - 2. Removal of Loose Materials. Remove all loose paint and other materials using scrapers, wire brushes or

other mechanical methods. Abrasive blasting will not be permitted.

3. Patching. There are areas of loose concrete which will require patching. First prime the area to be patched with Sherwin Williams "Loxon" Exterior Masonry Solutions. Then patch with RapidSet "WunderFixx" patching material to restore the wall to its original surface condition.
4. Caulking. There are cracks at some locations of the walls. Prepare the area to be caulked in conformance with the caulk manufacturer's recommendations including priming with Sherwin Williams "Loxon", then apply VIP Waterproof Systems No. 5710 Elastomeric Ter-Polymeric Sealant to fill the crack.
5. Priming Prior to Paint Application. Prime the areas described below with Sherwin Williams "Loxon". Application of primer shall be by brush or roller; spray application will not be permitted. Prior to primer application, sand the edges of each area to be primed until smooth with the adjoining surface in order that the final paint application results in an aesthetically pleasing appearance.
  - a. Soffits. The soffits are currently not coated. Prime the entire area of the soffits including the ventilation screen areas.
  - b. All patched areas.
  - c. All areas where loose paint has been removed by scraping and other mechanical means.

B. Paint Application:

1. Inspection. Prior to beginning paint application, the surface areas to be painted shall be inspected by the District. The Contractor shall install and remove a ladder as requested to allow District employees safe access to areas they desire to inspect.
2. Paint Application. Apply 2 coats of Sherwin Williams "Duration". The first coat shall be tinted slightly lighter than the second coat to aid District inspectors in verifying that all surfaces have received the second coat. Application shall be by brushes and rollers. Application by spraying will not be permitted.

3.05 SURFACE PREPARATION AND PAINTING OF THE STEEL FASCIA AND OTHER RUSTY METAL SURFACES

- A. Surface Preparation:
1. Washing. Complete washing as specified above.
  2. Removal of Loose Materials. Remove all loose paint and loose rust by scraping, wire brushing, and similar mechanical methods. Abrasive blasting will not be permitted.
  3. Sanding. Sand rough surfaces until smooth with the adjoining surface in order that the final paint application results in an aesthetically pleasing appearance.
  4. Inspection. Prior to primer application, the surface areas to be primed shall be inspected by the District. The Contractor shall install and remove a ladder as requested to allow District employees safe access to the work.
  5. Priming. Prime with Advanced Protective Products "Rust Destroyer".
    - a. Spot prime rusty areas using a brush or roller.
    - b. Prime the entire steel fascia all around the building. Apply with brush or roller. Spray application will not be permitted.
  6. Paint Application:
    - a. Inspection. Prior to beginning paint application, the surface areas to be painted shall be inspected by the District. The Contractor shall install and remove a ladder as requested to allow District employees safe access to the work.
    - b. Paint Application. Apply 2 coats of Sherwin Williams "Duration". The first coat shall be tinted slightly lighter than the second coat to aid District inspectors in verifying that all surfaces have received the second coat. Application shall be by brushing and rolling. Spray application will not be permitted.

3.06 SURFACE PREPARATION AND PAINTING OF PRIMARILY NON-RUSTY METALLIC SURFACES INCLUDING DOORS AND DOOR FRAMES

- A. Surface Preparation:
1. Washing. Complete washing as specified above.
  2. Doors and Door Frames:
    - a. Doors shall be removed from their hinges to complete the required painting system work on all 6 sides if each door. Doors shall be reinstalled

at the end of each day's work for security reasons.

- b. Door frames are rusty below the threshold. The threshold will need to be removed for the painting work on the bottom portion of the door frame, and then reinstalled.
2. Removal of Loose Materials. Remove all loose paint and rust by scraping, wire brushing, and similar mechanical means. Abrasive blasting will not be permitted.
3. Sanding. Sand rough surfaces until smooth with the adjoining surface in order that the final paint application results in an aesthetically pleasing appearance.
4. Inspection. Prior to primer application, the surface areas to be primed shall be inspected by the District.
5. Priming:
  - a. Spot Priming of Rusty Surfaces. Spot prime with Advanced Protective Products "Rust Destroyer".
  - b. Prime all surfaces to be painted with Zinsser "Cover Stain" Primer-Sealer-Stain Killer.
6. Paint Application. Apply 2 coats of Sherwin Williams "Duration". The first coat shall be tinted slightly lighter than the second coat to aid District inspectors in verifying that all surfaces have received the second coat. Prior to application of the second coat, perform light sanding of the first coat and clean the sanded surface with a tack cloth.

### 3.07 PROTECTION

- A. Provide drop cloths, vinyl sheeting, masking tape and other protective measures as required to prevent disfiguring or damaging adjacent and nearby surfaces. Mask off all surfaces such as name plates that require protection. Repair damage to other surfaces caused by work of this Section.

### 3.08 APPLICATION REQUIREMENTS

- A. All coating application shall be done in accordance with the paint manufacturer's instructions. All paints and coating materials shall be kept at a consistency and

applied in accordance with the printed directions of the manufacturer.

- B. When successive coats of the same product are specified, alternate coats shall be tinted sufficiently to produce enough contrast to indicate complete coverage of the surface.
- C. Color of each finish coating product shall be selected by the District during the shop drawing review process.
- D. Apply each coat in a uniform even coating.
- E. Perform light sanding between coats for enamel and clean surface with a tack cloth prior to paint application.
- F. Apply not less than the number of coats specified. Apply additional coats if required for uniform coverage and full coverage.
- G. Finish work shall be uniform in color, full coverage, smooth and free of sags and brush marks.

### 3.09 SPARE PAINT

The Contractor shall furnish 1 gallon of each type and color of finish product used. Containers shall be unopened, and shall include the manufacturer's label.

### 3.10 CLEANUP

Upon completion of the work, all materials and containers shall be disposed of off site in accordance with regulatory requirements. Paint spots and oil stains on any adjacent surfaces shall be removed and the job site cleaned. All damage to surfaces resulting from the work of this Section shall be cleaned, repaired, refinished, or replaced to the satisfaction of the Engineer.

END OF SECTION