

# **BID PACKAGE, SPECIAL PROVISIONS AND PLANS**



FOR CONSTRUCTION OF

## **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

Project No. RR-12-035 - REBID

FOR USE IN CONNECTION WITH INYO COUNTY  
STANDARD SPECIFICATIONS, DATED MARCH 1997,  
GENERAL PREVAILING WAGE RATES IN EFFECT  
ON THE DATE THE WORK IS ACCOMPLISHED

FEBRUARY 2013

**Prepared By: Inyo County Public Works**

# **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

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# **NOTICE INVITING BIDS FOR**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT  
PROJECT**

**COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS**

**NOTICE INVITING BIDS**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

**The Inyo County Public Works Department is soliciting bids for:**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

Bid packages, which include the notice inviting bids, bid proposal forms, contract and bond forms, special provisions, and plans may be obtained only from the Inyo County Public Works Department, 168 North Edwards Street, P.O. Drawer Q, Independence, CA 93526, telephone (760) 878-0201. The bid packages are also available for inspection at the department offices during regular business hours. There will be a non-refundable charge of \$9.50 for hard copies of the plans and specifications. Checks are to be made out to *Inyo County Public Works Department*.

Bid packages are also available at no charge at the County of Inyo website at: [www.inyocounty.us](http://www.inyocounty.us) and are also available by email. Bidders who obtain bid packages over the Internet or by email shall be responsible for notifying the county that they are plan holders. Bidders who do not notify the county that they are plan holders may not be notified of any addenda that are issued. If the county issues any addenda to the bid package that are not acknowledged by the bidder, the bid proposal may be rejected.

The contract, if it is awarded, will be awarded to the low bidder for the base bid schedule item of work, as subject to Inyo County Ordinance No. 1156. The project has a lump sum bid schedule.

**Bids must be submitted in a sealed envelope clearly marked with the bidder's name and address, the word "BID", and the Project Title:**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

To be considered, **bids must be received by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526 at or before 3:00 P.M. on March 13, 2013** at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic, or fax proposals or modifications will be accepted.

**General Work Description:** Replacement of 18 existing windows ranging in size from approximately 8-1/4" x 46-3/8" to 39" x 46" with dual-pane, Low-E, white vinyl-frame windows with white framed insect screens in two modular trailers located at #1 and #2 Law Lane, Shoshone California. Additionally, the roofs of the two buildings will be re-roofed with architectural grade 3-tab composition shingles. The roof installation shall not commence prior to March 11, 2013.

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents.

No pre-bid job walk is scheduled for this project. It is recommended that prospective bidders visit the site prior to submitting a bid. Contact Matt Graeff or Joe Seaton at 760-852-4313 to arrange access to the modulars.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for sixty (60) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current California **Class B** Contractor's license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the **Business and Professions Code, Section 7029**. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated March, 1997, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to **Government Code, Section 12990**, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of **Public Contract Code, Section 22300**, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced, but

not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

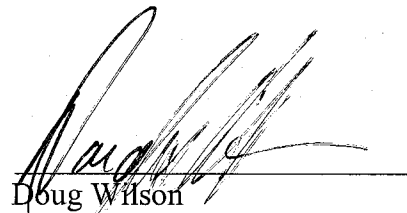
The Bidder is further advised, pursuant to Public Contract Code Section 20103.5, that the first payment for work or material under this Contract shall not be made unless and until the Contractors' State License Board indicates that the Contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated March, 1997.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

County of Inyo  
Department of Public Works

  
Doug Wilson  
Interim Public Works Director

Dated: February, 2013

# BID PROPOSAL FORMS FOR

## SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT

### **ENCLOSURES:**

Bid Proposal Form  
Bid Item List  
Designation of Subcontractors  
Bid Bond  
Cashier's or Certified Check Form  
Certification Regarding Equal Employment Opportunity  
Contractor's Labor Code Certification  
Public Contract Code Section 7106 Non-Collusion Affidavit  
Public Contract Code Section 10162 Questionnaire  
Public Contract Code Section 10232 Statement  
Public Contract Code Section 10285.1 Statement  
Inyo County Ordinance No. 1156 (Contracting Preference)  
Small Business Enterprise Commitment (Construction Contracts)  
*Small Business Enterprise Final Report of Utilization of Small Business Enterprise*

## BID PROPOSAL FORM

TO: COUNTY OF INYO  
Public Works Department  
168 N. Edwards  
Independence, California 93526  
(Herein called the "County" or "Owner")

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Herein called "Bidder")

**FOR: SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**  
(Herein called "Project")

**1. BID DEADLINE.** Bids must be received no later than **3:00 P.M. on March 13, 2012** by the Inyo County Clerk of the Board of Supervisors, 224 North Edwards Street (mailing address: P.O. Box N), Independence, California 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related functions to perform all work as required by, and in accordance with, the Contract Documents for the SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT.

In submitting this Bid, it is understood that:

1. The Notice Inviting Bids; these Bid Proposal Forms; the Contract and Bond Forms; the Special Provisions; the Inyo County Public Works Department Standard Specification dated May 1997 and the Project Plans; including any documents incorporated therein, are to be considered complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. All of said documents, which include these Bid Proposal Forms, are referred to collectively as the Contract Documents and shall constitute the Contract between the parties which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors.



2. The Contractor, if its or his/her Bid is accepted, will furnish the required bonds and Certificates of Insurance and other required documents as described in the Contract Documents.

In submitting this Bid, the Contractor has familiarized itself or himself/herself with the Bid Package which includes the Notice Inviting Bids; the Bid Proposal Forms; the Contract and Bond Forms; the Special Provisions; the Inyo County Public Works Department Standard Specification dated May 1997, and the Project Plans. Contractor further agrees in submitting this Bid to perform all the work in accordance with the Contract Documents within **30 calendar days** as required in Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of the Special Provisions. The undersigned has/have checked carefully the following figures and understand(s) that the County of Inyo will not be responsible for any errors or omissions on the part of the undersigned in making this Bid.

Attached as a part of this Bid is a Bid Bond from an admitted corporate surety on the form provided in the Bid Package ( ), or a certified or cashier's check ( ), in an amount not less than 10% of the Bid, either of which it is agreed, pursuant to the Notice Inviting Bids and the Bid Proposal Forms, shall be forfeited to or retained by the County of Inyo if the undersigned fails to execute the Contract, or furnish the required bonds, Certificates of Insurance, and other required documents within fifteen (15) calendar days after written notice of the Award of Contract.

The County will award the Contract to a responsive and responsible Bidder submitting the lowest bid, as subject to Inyo County Ordinance No. 1156. The lowest bid shall be the lowest of the bid prices on the basis of the total base bid. The County reserves the right to add or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined. Further, if additive or deductive bid items are so included, the County reserves the right to, and shall, award the Contract for the amount of work which the County, in its sole discretion, determines at the time of award to be in the County's best interest.

Also attached as a part of this Bid are the Bid Proposal Form; Bid Item List; Designation of Subcontractors; Certification Regarding Equal Employment Opportunity; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Non-Collusion Affidavit; Contractor's Labor Code Certification; and either (a) Cashier's or Certified Check Form, or (b) Bid Bond Form. These documents shall be completed and signed as required on the forms provided in the Bid Package. The Bidder's signature on this proposal constitutes an endorsement and execution of each and every certification and declaration which is contained in these documents, and Bidder's promise to perform and abide by the terms of these documents.

The meanings of words used in this Notice Inviting Bids are the same as those set forth in **Section 1070, "Abbreviations, Symbols, and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department dated March 1997.

**BASE BID ITEM LIST**  
**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**  
**PROJECT NO. 12-035**

**1. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

ITEM NO.	DESCRIPTION	UNIT MEAS.	EST. QUAN.	ITEM PRICE	TOTAL DOLLARS
1	MOBILIZATION (not to exceed 5% of total bid)	LS	1	\$	\$
2	Window replacements per schedule, 18 windows total	LS	1	\$	\$
3	3-Tab Architectural Roofing System, including underlayment, and all flashings, Approx. 3,000 SF on 2 modular homes	LS	1	\$	\$

**ABBREVIATIONS:**

LS = LUMP SUM

SF = SQUARE FEET

LF = LINEAR FEET

EA = EACH

**2. BASE BID PRICE:**

BID TOTAL (IN NUMBERS) \$ \_\_\_\_\_

BID TOTAL (IN WORDS) \_\_\_\_\_

BIDDER (Print Name): \_\_\_\_\_ DATE \_\_\_\_\_

REVIEWED AND CHECKED BY: \_\_\_\_\_ DATE \_\_\_\_\_  
 (For County Use Only)

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

**3. INCLUSION OF ALL COSTS.** This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

**4. CONTRACT DOCUMENTS.** The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated March, 1997.

**5. ACCEPTANCE.** County reserves the right to reject this Bid. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid.

If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

**6. TIME OF COMPLETION.** The Bidder further specifically agrees to complete all the work no later than the Time for Completion (**30 days**) as specified in the Contract Special Provisions.

**7. ADDENDA.** The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

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(Fill in Addendum numbers and dates Addenda have been received.  
If none have been received, enter "NONE".)

**WARNING:** IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

## 8. BIDDER'S BUSINESS INFORMATION:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary treasurer, and manager thereof; if a copartnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full.

Individual ( ), Partnership ( ), Joint Venture ( ): Corporation ( ): Limited Liability Company (LLC) ( )

If the bidder is a Limited Liability Company, state the true name of the LLC, and the names, current addresses and telephone numbers of all managing members.

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

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

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_

Federal Identification No. \_\_\_\_\_

Contractor's License No. \_\_\_\_\_, State of \_\_\_\_\_, Type \_\_\_\_\_

License Expiration Date \_\_\_\_\_

(The above address will be used to send notice of acceptance or requests for additional information)

**THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING MEMBER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.**

\_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

**9. PROPOSAL GUARANTEE.** As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) \_\_\_\_\_ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) \_\_\_\_\_ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) \_\_\_\_\_ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked " Cash Proposal Guarantee".

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

**10. ADDITIONAL REQUIRED DOCUMENTS.** Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity  
(Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (5) Public Contract Code Section 10162 Questionnaire
- (6) Public Contract Code Statement (Section 10232)
- (7) Small Business Enterprise Commitment (Construction Contracts)
- (8) Small Business Enterprise Final Report of Utilization of Small Business Enterprise

## DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the **Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California)**, the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER

\_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

**11. DEFINITIONS.** The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated March, 1997.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

\_\_\_\_\_  
(Signature of Authorized Person)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Title)

**INYO COUNTY PUBLIC WORKS DEPARTMENT**  
**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

**BID BOND**  
**(BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and  
(Name of Bidder)

\_\_\_\_\_  
(Name of Corporate Surety)  
as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment  
whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**, in compliance with the Contract therefor:

Now, if the bid of the Principal shall be accepted and the Contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the Contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the Bid Package, or to furnish the required Faithful Performance and Labor and Materials Payment Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar days after the Principal has received notice from the County that the Contract has been awarded to the Principal, then the sum guaranteed by this Bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this Bond.



WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ A.D.

\_\_\_\_\_  
Principal

(SEAL)

By: \_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
Surety

(SEAL)

By: \_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC ( OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW ) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Bid Bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Bid Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

**County of Inyo (Attn.: Public Works Director)  
224 North Edwards Street, P.O. Box N  
Independence, California 93526**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

**CASHIER'S OR CERTIFIED CHECK  
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[ ]

**ATTACH CHECK HERE**

[ ]

Bidder (print name) : \_\_\_\_\_

**CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY  
(Government Code Section 12900 et seq., Sections 11135-11139.5)**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not 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. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (**Government Code, Section 12900 et seq.**), the regulations promulgated thereunder (**California Code of Regulations, Title 2, Section 7285.0 et seq.**), and the Provisions of **Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5)**.

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.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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**(Name and Title of Signer)**

---

**Signature**

---

**Date**

**Company Name**

**Business Address**

---

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## **CONTRACTOR'S LABOR CODE CERTIFICATION**

**(Labor Code Section 3700 et seq.)**

### **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

I am aware of the provisions of Section 3700 and following of the Labor Code which requires 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.

---

**(Name and Title of Signer)**

---

**Signature**

---

**Date**

**Company Name**

**Business Address**

**NON-COLLUSION AFFIDAVIT**  
(Public Contract Code Section 7106)  
(Code of Civil Procedure Section 2015.5)

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

STATE OF CALIFORNIA:

COUNTY OF \_\_\_\_\_:

I, \_\_\_\_\_, declare that I hold the office or position of \_\_\_\_\_ 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 to 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 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
(Name and Title of Signer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Company Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.

**PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

In accordance with **Public Contract Code Section 10232**, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

---

**(Name and Title of Signer)**

---

**Signature**

---

**Date**

**Company Name**

**Business Address**

**PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has **(CHECK ONE)** \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

---

**(Name and Title of Signer)**

---

**Signature**

---

**Date**



**ORDINANCE NO. 1156**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, ADDING CHAPTER 6.06 TO THE INYO COUNTY CODE TO PROVIDE CONTRACTING PREFERENCES FOR LOCAL AND SMALL BUSINESSES**

The Board of Supervisors of the County of Inyo ordains as follows:

**SECTION 1. PURPOSE AND AUTHORITY**

The purpose of this ordinance is to contribute to the economic and social well-being of all the citizens of the County by providing a contracting preference for local and small businesses. As a market participant, and pursuant to Public Contract Code § 2002, the County may award a purchasing preference to certain entities to vindicate the governmental purpose of encouraging County and regional economic development.

**SECTION 2. ADDITION OF CHAPTER 6.06 TO INYO COUNTY CODE.**

Chapter 6.06 is added to the Inyo County Code to read as follows:

**Chapter 6.06**

**CONTRACTING PREFERENCES**

**Sections:**

- |                 |  |
|-----------------|--|
| <b>6.06.010</b> | <b>Findings.</b>                                     |
| <b>6.06.020</b> | <b>Definitions.</b>                                  |
| <b>6.06.030</b> | <b>General Provisions.</b>                           |
| <b>6.06.040</b> | <b>Local Business and Small Business Preference.</b> |
| <b>6.06.050</b> | <b>Small Business Subcontracting Preference.</b>     |
| <b>6.06.060</b> | <b>Limit On Contracting Preference.</b>              |

**6.06.010 Findings**

Businesses located in Inyo County contribute to the economic and social well-being of all the citizens of the County. Such businesses provide convenient services within the County and provide employment for County citizens. Further, the payroll paid by and income earned by local businesses tend to be largely expended within the County, which enhances the business environment in the County and the well-being of its citizens. It is in the public interest to encourage a vibrant business environment in the County. Providing modest purchasing preferences for County businesses furthers the goal of building a healthy economy in the County. Further, providing contracting preferences for all small businesses is allowed by State law, expands the types of contracts for which preferences may be given, and benefits local small businesses, also furthering the goal of building and maintaining a healthy local economy.

**6.06.020 Definitions.**

- A. A **Small Business** is a business which is certified by the State of California or the Small Business Administration as a small business.
- B. A **Local Business** is a business which:
1. Has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six months immediately prior to the issuance of the request for competitive bids by the County; and
  2. Holds any required business license by a jurisdiction located in Inyo County; and
  3. Employs at least one full-time or two part-time employees whose primary residence is located within Inyo County, or if the business has no employees, shall be at least fifty percent owned by one or more persons whose primary residence is located within Inyo County.

4. Meets the conditions of one through three of this subsection, but within Mono or Inyo and Mono Counties, if no Inyo County local business submits a bid that is within eight percent of the lowest bid submitted.

C. A **Responsive Bid** is a bid which responds to the requirements of the request for bids and is submitted by a responsible bidder.

**6.06.030 General Provisions.**

A. The preferences provided in this chapter are intended to extend to the limit of the jurisdiction of Inyo County under California law. Such preferences do not apply where prohibited by Federal or State law. Such preferences do not apply where funding agencies prohibit such preferences as a condition of providing funding for the anticipated project. Where this Chapter provides preferences for multiple classes of entities, and one or more of those classes of entities are disallowed contracting preference by Federal or State law or by the funding agency, those disallowed entities will not be provided preferences, but the remaining classes of entities shall receive preferences.

B. Requests for bids or proposals issued by the County shall specify the applicable contracting preferences available pursuant to this Chapter.

**6.06.040 Local Business and Small Business Preference.**

Except as excluded by Section 6.06.030(A), for all contracts awarded by Inyo County, if the lowest responsive bid is submitted by a local business or a small business, that business shall be awarded the contract. If the lowest responsive bid is not submitted by a local business or a small business, the lowest responsive bid submitted by a local business that is within eight percent of the lowest responsive bid or by a small business that is within five percent of the lowest responsive bid shall be considered the low bid and that business shall be awarded the contract. To be eligible, a local business or a small business shall provide certification with its bid that it is such business as herein defined.

**6.06.050 Small Business Subcontracting Preference.**

For public works and road construction contracts awarded by Inyo County, where no entity qualifying under this Chapter for a contracting preference submits a responsive bid that is the lowest or within five percent of the lowest responsive bid, there shall be a preference given to bids in which at least ten percent of the monetary value of the work to be performed is subcontracted to a small business or businesses. If such bid is the lowest responsive bid, that contractor shall be awarded the contract. If such bid is not the lowest responsive bid, any such bid that is within five percent of the lowest responsive bid shall be considered the low bid, and that contractor shall be awarded the contract.

**6.06.060 Limit On Contracting Preferences.**

Contracting preferences under this Chapter shall not exceed \$10,000.00 for any one solicitation and award determination.

**SECTION 3. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional, without regard to whether any portion of this ordinance would be subsequently declared unconstitutional or invalid.

**SECTION 4. EFFECTIVE DATE**

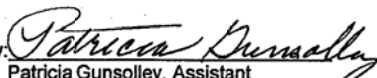
This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against the same.

**PASSED AND ADOPTED** this 25th day of May, 2010, by the following vote:

AYES: Supervisors Arcularius, Cash, Brown, Fortney and Cervantes  
NOES: -0-  
ABSTAIN: -0-  
ABSENT: -0-

  
Richard Cervantes, Chairperson  
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio  
Clerk of the Board

By:   
Patricia Gunsolley, Assistant

s/Ordinance/ContractingPrefSmBusiness

4/29/10

## Small Business Enterprise Commitment (Construction Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE/NEXT PAGE OF THIS FORM**

Department: Inyo County Public Works Department LOCATION: Shoshone, CA

PROJECT DESCRIPTION: SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BIDDER'S COMPANY NAME: \_\_\_\_\_

BID ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	LICENSE INFO./CERT. No. of SMALL BUSINESS ENTERPRISE AND EXPIRATION DATE	NAME AND CONTACT INFORMATION FOR SMALL BUSINESS ENTERPRISE (Must be certified on the date bids are opened)	DOLLAR AMOUNT SMALL BUSINESS ENTERPRISE

### For Inyo County to Complete:

Project Number: RR-12-035

Financing Type: \_\_\_\_\_

Contract Award Date: \_\_\_\_\_

Checked by:

\_\_\_\_\_  
Print Name                      Signature                      Date

Total Claimed  
Participation

\$ \_\_\_\_\_

\_\_\_\_\_ %

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

\_\_\_\_\_  
Date (Area Code) Tel. No.

\_\_\_\_\_  
Person to Contact (Please Type or Print)

Small Business Enterprise (Rev 5/10)

INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)  
(05/10)

**ALL BIDDERS:**

**PLEASE NOTE:** It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If an SBE contractor is not certified on the date of the bid opening, the SBE contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

**IMPORTANT:** Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.

## FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS

PROJECT: <b>SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT</b>				CONTRACT COMPLETION DATE			
PRIME CONTRACTOR		BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT			
BID ITEM NO.	SUBCONTRACTOR NAME, BUSINESS ADDRESS, AND PHONE	DESCRIPTION OF WORK PERFORMED	SBE CERT. NUMBER	CONTRACT PAYMENTS		DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-SBE	SBE		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
			TOTAL	\$	\$		
(i) Original Commitment  \$ _____							
2) I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVES SIGNATURE				BUSINESS PHONE NUMBER		DATE	
4) TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
RESIDENT ENGINEER'S SIGNATURE				BUSINESS PHONE NUMBER		DATE	

To be completed by the contractor and submitted to the Resident Engineer upon project completion

SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT  
Utilization of Small Business Enterprises

## **INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS**

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered from the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.

# **CONTRACT AND BOND FORMS FOR**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

**ENCLOSURES:**

Contract  
Faithful Performance Bond  
Labor and Material Payment Bond



**C O N T R A C T**  
**for the**  
**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

THIS CONTRACT is awarded by the COUNTY to CONTRACTOR on, and made and entered into effective by and between the COUNTY OF INYO, a political subdivision of the State of California, (herein "Owner"), and \_\_\_\_\_ (herein "CONTRACTOR"), for the construction of the **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT** (herein also "Project"), which parties agree, for and in consideration of the mutual promises, as follows:

1. CONTRACTOR shall furnish all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Contract Documents within the Time for Completion set forth in the Contract Documents, for:

Title: **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

2. For the performance of all such work, COUNTY shall pay to CONTRACTOR the total amount bid by CONTRACTOR for said Work: \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

3. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (a) all of the provisions set forth expressly herein; (b) the Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and (c) all of the other Contract Documents, as described in **Section 1070.04, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated March, 1997, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated March, 1997, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

4. The definition and meaning of the words used in this Contract are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated March, 1997.

5. This Contract, including the Contract Documents and all other documents, which are incorporated herein by reference, constitutes the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter hereof.

6. Pursuant to **Section 1773 of the Labor Code**, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled "General Prevailing Wage Rates", in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced, but not printed, in said publication. Such rates of wages are on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request.

**C O N T R A C T**  
**for the**  
**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**COUNTY**

COUNTY OF INYO

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

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

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

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

\_\_\_\_\_  
Director of Personnel Services

**CONTRACTOR**

\_\_\_\_\_

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

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

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

Dated: \_\_\_\_\_

Taxpayer's Identification or  
Social Security Number:

\_\_\_\_\_

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

**FAITHFUL PERFORMANCE BOND**  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ as Principal, hereinafter called Contractor,  
(Name of Contractor)

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo

as Obligee, hereinafter called County, in the amount of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Contract dated \_\_\_\_\_, 20\_\_\_\_, entered into an agreement with the County for the Construction of the **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT** ( herein "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,

2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

(SEAL)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC ( OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.** The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

**County of Inyo  
224 North Edwards Street, P.O. Box N  
Independence, California 93526**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

**LABOR AND MATERIALS PAYMENT BOND**  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ as Principal, hereinafter called CONTRACTOR,

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter

defined in the amount of \_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 20 \_\_\_\_, entered into an agreement with the County for the construction of the **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond

for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:
  - a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

(SEAL)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).** The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

**County of Inyo  
224 N. Edwards, P.O. Box N  
Independence, California 93526**

# **SPECIAL PROVISIONS**

**FOR**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

**SPECIAL PROVISIONS**  
**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

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COUNTY OF INYO  
DEPARTMENT OF PUBLIC WORKS

# SPECIFICATIONS APPROVAL

## SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT

**These Special Provisions have been prepared by the Inyo County Public Works  
Department under the direction of the undersigned and are approved for the work  
contemplated herein.**



---

Douglas Wilson, RCE. 20989  
Interim Director of Public Works

2/26/2013

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Specifications Approval Date

# INYO COUNTY PUBLIC WORKS DEPARTMENT

## SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT

### SPECIAL PROVISIONS

#### **DIVISION 1**

#### **INTRODUCTION / GENERAL:**

The SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated March, 1997 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the "Contract Documents" (as that term is defined in section 1070.04 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California.

Unless indicated otherwise, all references in this document to sections are to those in the Standard Specifications (designated by "SS" following the section number) or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Standard Specifications referenced herein and these Special Provisions, the latter shall prevail and be observed.

#### **PROJECT DESCRIPTION:**

Replacement of 18 existing windows ranging in size from approximately 8-1/4" x 46-3/8" to 39" x 46" with dual-pane, Low-E, white vinyl-frame windows with white framed insect screens in two modular trailers located at #1 and #2 Law Lane, Shoshone California.. Additionally, the roofs of the two buildings will be re-roofed with architectural grade 3-tab composition shingles. The roof installation shall not commence prior to March 11, 2013.

#### **SECTION 31 - AWARD OF CONTRACT OR REJECTION OF BIDS**

The third paragraph of Section 31 of the Standard Specifications shall be amended to read:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 32.1, Contract Execution Requirements, of the Standard Specifications.

## **SECTION 1017.07 - TIME FOR COMPLETION AND PAYMENTS TO COUNTY FOR DELAY.**

The Contractor shall complete all designated portions of the work required under the Contract no later than thirty (30) calendar days from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time For Completion".

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute a material breach of this Contract entitling the Owner to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 1017.09 SS, "EXTENSION OF TIME."

## **SECTION 1017.072 - LIQUIDATED DAMAGES**

In accordance with Government Code, Section 53069.85, the Contractor shall pay to the County of Inyo liquidated damages in the amount of \$100.00 per day for each and every calendar day delay in finishing work in excess of the Time for Completion specified herein.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

**SECTION 700, "INSURANCE, DEFENSE, AND INDEMNIFICATION,"** is amended to read as follows:

### **701 INSURANCE REQUIREMENTS FOR CONTRACTORS**

**Bidders' attention is directed to the insurance requirements designated below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the Contract and its bidder's security may be forfeited.**

Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be considered as included in the Contractor's submitted bid price.

### **702 MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies,

either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.

If the contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor.

### **703 DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

### **704 OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. general liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

### **Builder's Risk (Course of Construction) Insurance**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the Entity as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

### **Claims Made Policies**

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special risks or circumstances.

### **705 ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

### **706 VERIFICATION OF COVERAGE**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

### **707 SUBCONTRACTORS**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

### **708 DEFENSE AND INDEMNIFICATION**

Contractor shall hold harmless, defend, and indemnify the County of Inyo and its officers, officials,



employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

#### **709 CONTRACTOR'S LIABILITY NOT LIMITED BY INSURANCE**

Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

#### **710 WAIVER OF SUBROGATION**

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

#### **711 SURETY BONDS**

Contractor shall provide the following Surety Bonds:

1. Bid Bond (10% of Bid Proposal amount).
2. Faithfull Performance Bond (100% of Bid Proposal amount).
3. Labor and Materials Bond (100% of Bid Proposal amount).
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

#### **Special Risks or Circumstances**

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## **DIVISION 2**

### **SECTION 8650**

#### **DUAL-PANE VINYL WINDOWS**

##### **PART 1 – GENERAL**

###### **SUMMARY**

Section Includes: Tubular extruded polyvinyl chloride (PVC) window of the following types:

1. Horizontal Sliding windows
2. Single-Hung windows
3. Picture windows

###### **SUBMITTALS**

- A. Reference Section 1300 – Submittals, submit following items:
  1. Product Data.
  2. Shop Drawings: Include window schedule, window elevations, sections and details, and multiple window assembly details.
  3. Samples:
    - a. Color samples: Minimum 1x4 inch (25 x 100 mm) samples of PVC with integral color.
    - b. Glass, showing specified tint color.
  4. Quality Assurance/Control Submittals:
    - a. Qualifications: Proof of manufacturer's qualifications.
    - b. U-Factor and structural rating charts required for AAMA and NFRC labeling requirements.
    - c. Installation Instructions – AAMA 2400
- B. Closeout Submittals: Submit following items:
  1. Maintenance instructions.
  2. Warranties

###### **QUALITY ASSURANCE**

- A. Overall Standards: Comply with ANSI/AAMA/NWDA 101/I.S. 2, except as otherwise noted herein.
- B. Qualifications:
  1. Manufacturer Qualifications:
    - a. Minimum five years' experience in producing vinyl window of the type(s) specified.
    - b. Member AAMA, NFR, SIGMA.
- C. Regulatory Requirements: Comply with current California Building Code and California Energy Code and Title 24 requirements.

D. Certifications for insulated glass windows:

1. AAMA: Windows shall be Gold Label certified with label attached to frame per AAMA requirements.
2. NFRC: Windows shall be NFRC certified with temporary U-factor label applied to glass and an NFRC tab added to permanent AAMA frame label.

DELIVERY, STORAGE AND HANDLING

- A. Reference Section 1600 – Material and Equipment.
- B. Follow manufacturer’s instructions on label applied to windows.

WARRANTY

- A. Commercial Special Warranty:
  3. 10-year warranty, minimum.
  4. Warranty windows against defects in materials and workmanship including costs for parts and labor.

**PART 2 – PRODUCTS**

MATERIALS

- A. Vinyl: Integral color PVC compound containing impact-resistant solid plasticizer, titanium dioxide UV inhibitor, and surface and color stabilizers.
  1. Comply with ASTM D 4216 and ANSI/AAMA/NWDA 101/I.S.2.

GENERAL PERFORMANCE REQUIREMENTS

- A. Thermal Performance: Comply with NFRC 100
- B. Air Leakage. Water Resistance, Structural Test: Comply with ANSI/AAMA/NWDA 101/I.S.2.
- C. Forced-Entry Resistance: Comply with CAWM 301-90

WINDOW TYPES

- A. Horizontal Slider
  1. Frame: Minimum 2-7/8 inch (73 mm) deep, multi-chambered vinyl profile.
  2. Sash: Minimum 1-3/16 inch (30 mm) deep, multi-chambered vinyl profile.
  3. Structural Class:
  4. 6°5° and smaller: HS-LC25.
  5. Larger than 6°5°: HS-R20.
  6. Hardware:
  7. Nylon rollers, extruded vinyl snap-on monorail roller track.
  8. Positive action locking mechanism.
  9. Weather-stripping: Fin seal polypropylene pile.

B. Single-Hung

1. Frame: Minimum 2-7/8 inch (73 mm) deep, multi-chambered vinyl profile.
2. Sash: Minimum 1-3/16 inch (30 mm) deep, multi-chambered vinyl profile.
3. Structural Class: H-LC30
4. Hardware:
  - a. Concealed block and tackle balancer.
  - b. Positive action locking mechanism.
5. Weather-stripping: Fin seal polypropylene pile.

C. Picture

1. Frame: Minimum 2-7/8 inch (73 mm) deep, multi-chambered vinyl profile.
2. Structural Class: F-C40

## GLAZING

A. Insulated Glass Units: ASTM E 774, Class A, 3/4 inch (19 mm) thick overall:

1. Glazing Type: Clear/Low-E.
2. Spacer Bar: Aluminum Spacer.

## INSECT SCREENS

A. Provide tight-fitting screen for operating sash with hardware to allow easy removal.

1. Screen Cloth: Charcoal-colored fiberglass mesh.
2. Frame: Cambered-formed aluminum with rigid plastic corner keys.

## FABRICATION

A. Fabricate frames and sash with mitered and fusion-welded corners and joints. Trim and finish corners and welds to match adjacent surfaces.

B. Provide concealed metal reinforcement in sash frame for attaching lock mechanism

C. Factory exterior glaze with snap-on PVC glazing stops matching interior sash and frame finish, except where field glazing is required due to large window unit dimensions (over 40 sf (3.72 m<sup>2</sup>)). Units shall be reglazeable without dismantling sash framing.

## FINISH

A. Frame and Sash Color: White.

B. Color match screen frame to frame and sash color.

## SOURCE QUALITY CONTROL

A. Inspect windows in accordance with manufacturer's Quality Control Program as required by AAMA Gold Label certification.

## **PART 3 –EXECUTION**

### **EXAMINATION**

- A. Examine openings in which windows will be installed.
  - 1. Verify that framing complies with AAMA 2400.
  - 2. Verify that fasteners in framed walls are fully driven and will not interfere with window installation.
- B. Coordinate with Engineer to correct unsatisfactory conditions.
- C. Commencement of work by installer is acceptance of substrate conditions.

### **DEMOLITION**

- A. Remove existing windows and legally dispose of all debris.

### **INSTALLATION**

- A. Install windows in framed walls in accordance with AAMA 2400
  - 1. Provide continuous shim support along full length of sill.
  - 2. Paint all window framing to match existing (as needed).
- B. Do not remove temporary labels.
- C. Install insect screens on operable sash.

### **CLEANING**

- A. Remove temporary labels and retain for Closeout Submittals.
- B. Clean soiled surfaces and glass using a mild detergent and warm water solution with soft clean cloths.

## **END OF SECTION**

**SECTION 0206**  
**ROOFING DEMOLITION**

**PART 1 - GENERAL**

**1.00 GENERAL REQUIREMENTS**

**1.01 SCOPE OF WORK**

- A. Strip off all of the existing roof shingles, nails, felt or membrane underlayment, metal drip edge, existing ridge vents and other flashing on all buildings and legally dispose of all debris. Verify that the existing sheathing is in good condition, identifying for examination by the County all areas that show evidence of damaged sheathing. Should there be areas of sheathing or framing deterioration as determined by direct examination and in consultation with the County, these areas will be replaced at a through an approved Construction Change Order, at a price agreed to by the contractor and County.
- B. Patching and repairs - Perform all necessary patching and repairs to the items which are to remain.

**1.02 QUALITY ASSURANCE**

- A. Requirements of Regulatory Agencies: Perform demolition work in accordance with applicable rules, regulations, codes, industry standards, and ordinances of local, state and federal authorities.
- B. The County will provide all necessary permits and will give notices as required during the performance of the demolition and re-roofing work.

**PART 3 - EXECUTION**

**3.01 PREPARATION AND PROTECTION**

- A. Protect public and private property adjacent to and on the job site, including landscaping, vents, utility lines, streets, sidewalks, light standards, hydrants, street signs, mail boxes and fire alarm boxes. Make repairs to the complete satisfaction of the owner of the damaged property.
- B. Provide and maintain temporary protection of the existing structure and where demolition and removal work is being done, connections made, materials handled or equipment moved, including but not limited protecting areas where roofing has been removed and new work has not be made the existing weather tight.

**3.02 DEMOLITION**

- A. Perform demolition and removal work as indicated.
- B. Remove from the owner's property and legally dispose of materials or items demolished and not designated to become the property of the Owner.

- C. The modular buildings will be occupied by residents during this contract. Execute the work in a careful manner, with the least possible disturbances to the resident.

END OF SECTION

**SECTION 07310**  
**ASPHALT ROOFING SHINGLES**

**PART 1 - GENERAL**

**1.00 GENERAL REQUIREMENTS**

**1.01 SCOPE OF WORK**

- A. The general scope of work consists of replacement of the existing asphalt shingle roofing system including but not limited to asphalt roof shingles, underlayment, drip edge, and other sheet metal flashings, ridge vents, starter strips, nails and other fasteners, and plastic cement and other items required for a complete watertight installation.
- B. Existing shingles, underlayment felt, flashing and drip edge shall be completely removed and replaced on all roofs.
- C. Metal drip edge shall be installed on all edges including rakes and eaves.
- D. Cut existing plywood roof sheathing and install new ridge vent on all roofs, in areas with an attic crawl space. Contractor should include the cost for new ridge vents that will be required on both roofs.

**1.02 QUALITY ASSURANCE**

- A. Provide certificate of compliance from shingle manufacturer for ASTM and UL Standards, indicating conformance to Contract requirements.
- B. The County will provide all necessary permits and will give inspection notice as required during the performance of the re-roofing work.
- C. Maintain one (1) copy of manufacturer's application instructions on site.
- D. All shingles shall have same lot number.

**1.03 DELIVER, STORAGE AND HANDLING**

- A. Deliver materials in manufacturer's unopened, labeled bundles, rolls or containers.
- B. Store materials to avoid water damage and store rolled goods on end. Comply with manufacturer's recommendations for job-site storage and protection.

**1.04 JOB CONDITIONS**

- A. Substrate: Proceed with shingle work only after deck preparation and penetrating work have been completed.
- B. Weather Conditions: Proceed with shingle work only when weather conditions are in compliance with manufacturer's recommendations and when substrate is completely dry.
- C. **ABSOLUTELY NO WORK SHALL BE DONE IN THE RAIN OR WHEN THE TEMPERATURE IS BELOW 32° F !!**



## 1.05 SUBMITTALS

- A. Submit copies of manufacturers product data sheets, detail drawings and samples for each type of roofing product.
- B. Manufacturer's installation instructions, showing required preparation and installation procedures.
- C. PRODUCT WARRANTY
  - 1. The manufacturer's standard warranty shall be limited lifetime from date of substantial completion.
  - 2. The Contractor shall provide the County with a copy of the Bill of Sale for the Shingles clearly indicating the product, quantity, purchase date, and a note indicating the project for which the product is intended.
  - 3. Satisfactory delivery of warrantees shall be precedent to final payment.

## PART 2 PRODUCTS

### 2.01 Asphalt Shingles

- A. Double or triple layer, fiberglass mat; ceramically colored/UV resistant mineral granules across entire face of shingle; 256-300 lb/square; color to be approved by the County; complying with applicable Standards.

#### **Applicable Standards**

ASTM D 3018, Type 1  
ASTM D 3462 Tear Resistance  
ASTM E 108 Fire Resistance: Class A  
ASTM D 7158, Class H Wind  
UL 790 Fire Resistance: Class A  
UL 997 Wind Resistance: 100 mph  
CSA Standard A123.5-M90

- B. Available Products: Subject to compliance with contract requirements, products which may be incorporated into the work include the following:
  - 1. GAF Timberline® Cool Series Shingles, Antique Slate, GAF Materials Corporation, 1361 Alps Rd. Wayne NJ 07470. Tel: 1-973-628-3000.
  - 2. CertainTeed Landmark Pro Series (Limited Lifetime Warranty) color selected by County. CertainTeed Corporation, P.O. Box 860, Valley Forge, PA 19482
  - 3. Or other pre-approved equal, approved by the County.
- C. Contractor shall expect to provide 1 color of shingle as directed by the County.
- D. Ridge Caps/Vent – Use manufacturer's ridge caps/vent designed for use with the specified product.

## 2.02 Asphalt-Saturated Roofing Felt

1. Fiberglass reinforced roof deck protection - UL Classified for use with Class A asphalt shingles to meet roof shingle manufacturer's requirement, complying with ASTM D 226, ASTM D4869, 36" wide.
2. #30 Roofing Underlayment - Water repellent breather type cellulose fiber building paper. Meets or exceeds the requirements of ASTM D-4869 Type II.

## 2.03 Asphalt Plastic Cement

Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.

## 2.04 Ridge Vent: (Not Used)

~~Provide continuous ridge vent complete with end caps, where there is an attic crawl space. Use manufacturer's ridge caps designed for use with the specified product. Net free vent area equal to 18 sq. in. per ft., by:~~

- ~~1. Shinglevent II by Air Vent, Inc.,~~
- ~~2. Easy Up Single Over Ridge Vent~~
- ~~3. ALCOA ROVAR~~
- ~~4. VenturiVent Plus~~
- ~~5. Coro-vent V-400~~
- ~~6. or pre-approved equal approved by the County.~~

### 2.04.1 Installation of Attic Ventilation

#### A General

1. Ventilation must meet or exceed current F.H.A., H.U.D. and local code requirements.

#### ~~B Ridge / Soffit ventilation~~

- ~~1. Install ridge vent along the entire length of ridges:~~
- ~~2. Cut continuous vent slots through the sheathing, stopping 6 inches (152 mm) from each end of the ridge.~~
- ~~3. On roofs without ridge board, make a slot 1 inch (25 mm) wide, on either side of the peak (2" (51 mm) overall).~~
- ~~4. On roofs with ridge board, make two slots 1 3/4 inches (44.5 mm) wide, one on each side of the peak (3 1/2" (89 mm) overall).~~
- ~~5. Install ridge vent material along the full length of the ridge, including uncut areas.~~
- ~~6. Butt ends of ridge vent material and join using roofing cement.~~
- ~~7. Install eaves vents in sufficient quantity to equal or exceed the ridge vent area.~~

## 2.05 NOT USED

## **2.06 Placement and Nailing:**

1. Per the manufacturers requirements and instructions.
2. Beginning with the starter strip, trim shingles so that they “nest” within the shingle located beneath it. This procedure will yield a first course that is typically 3” (76 mm) to 4” (102 mm) rather than a fully exposed shingle.
3. For maximum wind resistance along rakes, install any manufacturer starter strip containing sealant or cement shingles to underlayment and each other in a 4" (102 mm) width of asphalt plastic roof cement.
4. Laterally, offset the new shingles from the existing keyways, to avoid waves or depressions caused by excessive dips in the roofing materials.
5. Using the bottom of the tab on existing shingles, align subsequent courses.
6. \*Note: DO NOT install standard sized shingles (5” exposure) over metric (5 5/8” exposure) shingles, as it will overexpose the shingles and reveal the nails. Use standard alignment methods to assure proper shingle placement.
7. Secure with 4, 5, or 6 Hot-dip galvanized 11 or 12-gage, sharp pointed, roofing nails with barbed shanks, minimum 3/8" diameter head and of sufficient length to penetrate through sheathing, nail shingles per manufacturers requirements or local codes.
8. Placement of nails varies based on the type of shingle specified. Consult the manufacturers application instructions for the specified shingle for details.
9. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
10. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

## **2.07 Galvanized Drip Edge:**

Minimum .026" galvanized sheet drip edge, brake-formed to provide a minimum 1¼” inch flange with 1/2" drip at lower edge by minimum 2” roof deck flange. Furnish in 8' or 10' lengths. Do not install drip edge in pieces shorter than 24”. Color to be selected by County.

## **2.08 Metal Flashing:**

- A. Aluminum Step Flashing - .027” minimum mill finished aluminum. Typically 7” x 10” bent to 7” x 5” or cut to sizes and configurations required for the job.
- B. Counter Flashing at porch roofs - Remove and replace existing counter flashings at the top of all porches and over windows, if any. It is expected that any flashing under the shingles will be removed and disposed as part of the demolition in Work. Furnish and install .027” minimum mill finished aluminum roll stock and re use existing top/counter flashing.

## **2.09 Roof Jacks**

Furnish and install new roof jacks at all penetrations.

## PART 3 – EXECUTION

### 3.01 INSPECTION

Examine deck and conditions under which shingling work is to be performed and must notify the owner in writing of unsatisfactory conditions. Do not proceed with shingling work until unsatisfactory conditions have been corrected.

### 3.02 PREPARATION OF SUBSTRATE

- A. Remove all existing roofing down to the roof deck.
- B. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover with sheet metal, all holes over 1 inch (25 mm) in diameter, cracks over 1/2 inch (12 mm) in width, loose knots and excessively resinous areas.
- C. Verify that the deck is structurally sound and free of deteriorated decking. All deteriorated decking shall be removed and replaced with new materials.
- D. Clean deck surfaces thoroughly prior to installation of underlayment.
- E. Coordinate installation of shingles with flashing and other adjoining work to ensure proper sequencing. Do not install shingle roofing until all vent stacks and other penetrations through roofing have been installed and are securely fastened against movement.

### 3.03 ROOFING INSTALLATION

- A. **General:** Comply with instructions and recommendations of shingle manufacturer, except to extent more stringent requirements are indicated in these Contract Documents or by applicable code.
- B. **Underlayment:** Apply one layer of felt underlayment, free of wrinkles, over entire surface, lapping succeeding courses 2" minimum and 6' minimum at side laps, fastening with sufficient nails to hold in place until shingle application. Stagger side laps at least 24" at each consecutive layer. Install sheets horizontally so water sheds and nail in place.
  - 1. Install using methods recommended by the manufacturer, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- C. **Eave Edge Flashing:** Install eaves edge metal flashing tight with fascia boards; lap joints 2 inches (51 mm) and seal with plastic cement or high quality urethane sealant; nail at the top of the flange.
- D. **Shingles:** Install manufacturer's starter strip or a course of the specified shingles with tabs removed; fasten shingles in pattern, weather exposure and number of fasteners per shingle as recommended by manufacturer. Use horizontal and vertical chalk lines to ensure straight coursing. Inverting a course of shingles is **NOT an Acceptable Starter Course**. Comply with installation details and recommendations of shingle manufacturer
- F. **Flashing and Edge Protection:** Install metal flashing, vent flashing and edge protection, as indicated and in compliance with manufacturer supplied details.

- G. **Vent Pipe Flashing and Roof Jacks:** Bind in pipe flashing or roof jacks by applying shingles up to pipes. Cut hole in shingles for pipe in next course. Place a bed of roofer's cement around opening and set shingle in mastic. Cut shingles in next course around opening and bed into mastic.
- H. **Flashing at Chimneys and Roof Exhaust Fans and at intersecting roofs:** Protect and re-use existing flashings and/or replace as required. Cut shingles to step and counter flash each course. Place a bed of asphalt plastic cement around opening and set shingle in mastic.
- I. **Ridge Vents:** Install in accordance with manufacturer's instructions. Contractor should provide cap shingles on all ridges, with or without vent.

**END OF SECTION**

# **PLANS FOR**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

Project No. RR-12-035

## COUNTY COMPLEX, SHOSHONE, CA



### CONSTRUCTION NOTES

1. COORDINATE THE INSTALLATION WITH THE MATT GRAEFF, 760-709-6282 & JOE SEATON, 916-529-1796 PRIOR TO THE START OF WORK. ALSO, CALL JON JONES, BUILDING & MAINTENANCE SUPERVISOR AT: 760-878-0230
2. A BUILDING PERMIT WILL BE OBTAINED FROM THE INYO COUNTY BUILDING DEPARTMENT. THE PUBLIC WORKS DEPARTMENT WILL OBTAIN THE NECESSARY BUILDING PERMIT AT NO COST TO THE CONTRACTOR.
3. JOB SITE ADDRESS: #1 & #2 LAW LANE, SHOSHONE, CALIFORNIA, 92384
4. THE WORK WILL INCLUDE THE REMOVAL AND REPLACEMENT OF THE EXISTING COMPOSITION ROOFING ON (2) 25' x 58' MODULAR BUILDINGS. THE NEW ROOFING SHALL BE ARCHITECTURAL GRADE PER THE PROJECT SPECIFICATIONS.
5. THE WORK WILL ALSO INCLUDE THE REMOVAL AND REPLACEMENT OF (18) SINGLE PANE WINDOWS WITH NEW VINYL FRAME DUAL-PANE WINDOWS PER THE SCHEDULE ON PAGE 4.

### SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT

COUNTY OF INYO, DEPARTMENT OF PUBLIC WORKS PAGE 2 OF 4

Drawing Name:  
SHOS-MOD-2012

Drawn by: PCH Date: 12/28/12

Project No. RR-12-035



## **GENERAL NOTES**

1. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND THE CONDITIONS EXISTING IN THE FIELD. THE CONTRACTOR SHALL COMPARE ALL DRAWINGS AND VERIFY THE FIGURES BEFORE LAYING OUT THE WORK AND WILL BE RESPONSIBLE FOR ANY ERRORS WHICH MIGHT HAVE BEEN AVOIDED THEREBY. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER IN A TIMELY MANNER OF ANY APPARENT ERROR OR OMISSION ON THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING WORK INCORRECTLY DONE AT THE CONTRACTOR'S OWN EXPENSE.
2. PAYMENT FOR WORK SHOWN ON THESE PLANS EITHER SPECIFIED OR INFERRED, BUT NOT IN THE BID PROPOSAL SHALL BE CONSIDERED AS INCLUDED IN OTHER ITEMS OF WORK.
3. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR AS A RESULT OF CONSTRUCTION.
4. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS, THE 2003 INTERNATIONAL BUILDING CODE (IBC), CALIFORNIA BUILDING CODE (CBC), THE UNIFORM BUILDING CODE (UBC), THE UNIFORM FIRE CODE (UFC).
5. ALL CONSTRUCTION WILL BE SUBJECT TO FINAL APPROVAL BY THE INYO COUNTY PUBLIC WORKS DEPARTMENT AND THE COUNTY OF INYO FOR BUILDING PERMITTING.
6. THE COUNTY IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS.
7. THE PROJECT SHALL BE BUILT PER PLAN. ALL FIELD CHANGES MUST BE PRE-APPROVED BY THE INYO COUNTY ENGINEER.
8. IN ACCORDANCE WITH THE GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE DUTIES OF THE PROJECT CIVIL ENGINEER DO NOT INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY IN, ON OR NEAR THE CONSTRUCTION SITE.

## **CONSTRUCTION NOTES**

1. DIMENSIONS ARE APPROXIMATE
2. CONTRACTOR TO FIELD VERIFY ALL MEASUREMENTS AND CONDITIONS PRIOR TO CONSTRUCTION
3. REMOVE AND DISPOSE OF EX. COMPOSITION ROOFING, FLASHINGS & UNDERLAYMENT
4. REPAIR EXISTING ROOF DECK AS REQUIRED
5. INSTALL NEW ROOF JACKS AT ALL PENETRATIONS
6. INSTALL NEW EVE EDGE AS REQUIRED, APPROX. 340 LF
7. INSTALL NEW 3-TAB ROOFING SYSTEM PER MANUFACTURERS REQUIREMENTS, APPROX. 2,900 SQ-FT
8. REMOVE AND DISPOSE OF 18 EXISTING SINGLE PANE WINDOWS
9. INSTALL 18 NEW VINYL DUAL-GLAZED WINDOWS PER SCHEDULE

### **SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

COUNTY OF INYO, DEPARTMENT OF PUBLIC WORKS PAGE 3 OF 4

Drawing Name: SHOS-MOD-2012 Drawn by: PCH Date: 12/30/12 Project No. RR-12-035

## WINDOW SCHEDULE

NO. REQD.	WIDTH	LENGTH	OPENING	GLAZING
10	46-3/8"	39-3/4"	XO	CLEAR
2	24-3/8"	27-1/8"	XO	CLEAR
2	62-3/8"	39-1/4"	XO	CLEAR
2	46-3/8"	8-1/4"	TOP HINGE	OBSCURE
2	30-3/8"	27-1/8"	XO	CLEAR

## CONSTRUCTION NOTES

1. INSTALL HORIZONTAL SLIDING WINDOWS PER SCHEDULE, SPECIFICATIONS AND MANUFACTURERS REQUIREMENTS
2. CONTRACTOR TO FIELD VERIFY ALL MEASUREMENTS AND CONDITIONS PRIOR TO CONSTRUCTION

### SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT

COUNTY OF INYO, DEPARTMENT OF PUBLIC WORKS PAGE 4 OF 4

Drawing Name: SHOS-MOD-2012 Drawn by: PCH Date: 12/30/12 Project No. RR-12-035

# **PHOTOGRAPHS FOR**

**SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT**

SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT

PHOTOGRAPHS



Shoshone Modular, showing windows and shade awning



Shoshone Modular, showing windows and existing roofing

SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT

PHOTOGRAPHS



Typical window installation



Additional photos available upon request

SHOSHONE MODULAR BUILDINGS IMPROVEMENT PROJECT

PHOTOGRAPHS