



City of
Los Banos
At the Crossroads of California

Notice to Bidders
and
Provisions
for
Exterior Painting of One (1)
Five Million Gallon Storage Tank

INVITATION FOR SEALED BID PROPOSALS

**Bid Proposals must be received
no later than 2:00 p.m.
April 25, 2014
City of Los Banos City Clerk
520 J Street
Los Banos, CA 93635**

City of Los Banos
Public Works Department
411 Madison Avenue
Los Banos, CA 93635
(209) 827-7056

Mark Fachin P.E.
Public Works Director/City Engineer

CITY OF LOS BANOS
Exterior Painting of One (1) Five Million Gallon Storage Tank

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City of
Los Banos
At the Crossroads of California

Notice to Bidders

For the Exterior Painting of:
One (1) Five Million Gallon Storage Tank

Notice is hereby given that the City of Los Banos (hereinafter called the "Owner") invites and will receive sealed Bid Proposals up to the hour of 2:00 p.m. Daylight Savings Time (hereinafter called "DST") on April 25, 2014 for furnishing to Owner for all transportation, labor, materials, tools, equipment, services, permits, utilities, and other items necessary to construct/install said work. At said time, the sealed Bid Proposals will be publicly opened and read aloud in the City of Los Banos Council Chambers by the office of the City Clerk at:

**Los Banos City Hall
520 "J" Street
Los Banos, California 93635**

Bid Proposals shall be submitted only on Bid Proposal forms provided within the Contract Documents. Bid Proposals shall be in the hands of the City Clerk of the City of Los Banos, 520 J Street, Los Banos, California, 93635 on or before the hour of 2:00 p.m. DST on April 25, 2014. No late Bid Proposals will be accepted, and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone Bid Proposal submittals or modifications will be considered unless specified. No conditional Bid Proposals will be accepted.

Each Bid Proposal must be submitted in a sealed envelope and addressed to the City of Los Banos at 520 J Street, Los Banos, CA 93635. Each sealed envelope containing a Bid Proposal must be plainly marked on the outside as "**Paint Storage Tank: Attention City Clerk**", and the envelope shall also bear on the outside, the name of the Contractor, and their address. If forwarded by mail, the sealed envelope containing the Bid Proposal must be enclosed in another envelope addressed to the City of Los Banos at 520 J Street, Los Banos, CA, 93635, and also clearly state, "**Paint Storage Tank: Attention City Clerk**".

The Contract Documents, in their entirety, can be viewed and/or obtained from the City of Los Banos website at www.losbanos.org.

The Contractor's license classification(s) required for this Work shall be "C33" as a minimum.

This Work is subject to California State **Prevailing Wage**.

The City reserves the right to reject any and/or all Bid Proposals received, and to waive any and all irregularities in any Bid Proposal.

General Provisions

1. Definitions

Addendum – Written or graphic instruments issued prior to the opening of Bid Proposals which clarify, correct, or change the bidding requirements.

Award of Contract – The action taken by the City Council in regular session accepting the Bid Proposal for the Work from the lowest responsive and responsible Contractor.

Bidder – The individual, partnership, corporation, joint venture, or other combination thereof who submits a complete set of Bid Proposal forms in a sealed envelope to the City of Los Banos City Clerk at 520 J Street, Los Banos, California, 93635 on or before the hour of 2:00 p.m. DST on April 25, 2014 for the performance of the Work.

Bid Proposal – The complete set of forms submitted by the Bidder in a sealed envelope and in the hands of the City Clerk by the deadline.

Contract Change Order – A written order to the Contractor signed by the Owner and Contractor directing an addition, deletion, or revision in the Work, or an adjustment in the contract price or the contract time issued after the effective date of the contract.

Contract Agreement – The entire and integrated written agreement executed between the Owner and the Contractor concerning the Work.

Contract Documents – Complete set of documents including the General Provisions, Special Provisions, Technical Provisions, Bid Proposal forms, and Agreements & Bonding. The Contract Documents supersede prior negotiations, representations or agreements, whether written or oral.

Contractor – The individual, partnership, corporation, joint venture, or other combination thereof who has entered into the Contract Agreement with the Owner for the performance of the Work. The term "Contractor" means the contractor or its authorized representative.

Days – Unless otherwise specified, days shall mean consecutive calendar days.

Notice to Bidders – The announcement to C33 licensed contractors that the Owner is advertising the prescribed Work for the solicitation of Bid Proposals for the Work.

Notice to Proceed – The written notice by the Owner to Contractor setting the timeline for scheduling a pre-construction meeting and working days.

Owner – The City of Los Banos, City Council, Public Works Department, or any of its authorized representatives.

Work – Labor, materials, equipment, and incidentals necessary to protectively coat/paint all exterior surfaces of the water storage tank located at 1545 Ward Road.

Provisions – Includes General, Special, and Technical Provisions of these Contract Documents.

Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

2. General

The major Work consists of providing all labor, materials, equipment, and incidentals necessary to protectively coat/paint all exterior surfaces of the water storage tank located at 1545 Ward Road. The Contract Agreement time for completion is forty-five (45) consecutive calendar Days beginning on or before the 14th calendar day after the date of the pre-construction meeting. Bid Proposals shall be responsive and responsible to the Invitation for Sealed Bids. The Owner invites any responsible and experienced licensed Bidder to submit a Bid Proposal.

Prior to submitting a sealed Bid Proposal, Bidder will attend a mandatory pre-bid meeting at the storage tank site. The date of the mandatory pre-bid meeting is April 10, 2014. The address for the mandatory meeting is 1545 Ward Road in Los Banos, California. The start time for the meeting is 10 a.m. The meeting will be conducted outside in front of the tank site. **No Bid Proposals will be considered from bidders who were not physically in attendance at the mandatory pre-bid meeting.**

Bid Proposals will be received by the City of Los Banos Office of the City Clerk for the Owner, at the City Council Chambers of the City of Los Banos, 520 J Street, Los Banos, CA, 93635, until 2:00 p.m. DST on April 25, 2014, then publicly opened and read aloud.

A completed Bid Form, Bid Security/Bid Bond with surety, Reference List, Equal Employment Opportunity, Subcontractors List, Non-Collusion Affidavit, Debarment and Suspension Certification, and current Painting and Decorating License in the State of California (C-33 Classification) must be submitted with the sealed Bid Proposal. A signed Addendum, if issued, must also be submitted with the sealed Bid Proposal. The Total Bid Proposal Price must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted unless otherwise indicated. Only one set of original Bid Proposal forms are required to be submitted. Mistakes must be corrected and the correction inserted; correction must be initialed in ink by person or persons signing the Bid Proposal. No conditional Bid Proposals will be accepted.

The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to the Contract Agreement. The individual or individuals signing each document shall warrant that they are authorized to bind the Bidder.

The Owner may waive any informalities or minor defects or reject any and all Bid proposals. Any Bid Proposal may be withdrawn prior to the above scheduled time for the opening of Bid Proposals or authorized postponement thereof. Any Bid Proposal received after the time and date specified shall not be considered. No Bidder may withdraw a Bid Proposal within 90 calendar days after the actual date and time of the opening thereof. Should there be reasons why the Bid Proposal cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

Each Bid Proposal must be accompanied by a Bid Security payable to the City of Los Banos or a Bidder's Bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California for an amount not less than 5% of the Total Bid Proposal Price amount. No Bid Proposal shall be considered unless accompanied by either security. An evaluation team shall validate and evaluate all Bid Proposals received. All requirements identified in this Bid Proposal must be satisfied in order to ensure that a Bid Proposal will qualify for consideration.

The Owner reserves the right to:

- a. Award Bid Proposals received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;
- b. Reject any or all responses, or any part thereof;
- c. Waive any informality in the Bid Proposals.

An evaluation of the Bidders ability, quality, and performance as set forth under “Lowest Responsive/Responsible Contractor” of this Bid Proposal, will be used in addition to Total Bid Proposal Price as a basis of award for any ensuing Contract.

As soon as the Bid Proposal amounts have been compared, the Owner will return the bid security of all except the three lowest responsive and responsible Bidders. Once a Contractors Bid Proposal has been awarded, the Payment Bond and Performance Bond of the successful Contractor has been received by the Owner, the bid security of the three remaining lowest responsive and responsible Bidders will be returned.

Each Bidder is responsible for the review of the Contract Documents. The failure and omission of any Bidder to do any of the foregoing shall not relieve any Bidder from any obligation with respect to the Bid Proposal. Any Addendums will be released as necessary at www.losbanos.org. Addendums, if issued, shall be signed, dated and submitted with Bid Proposal. All Bid Proposals shall remain firm for at least ninety (90) calendar Days after the date and time of the bid opening unless otherwise specified.

In evaluating competitive Bid Proposals, the Owner shall determine the lowest responsive and responsible Bidder, and any local Bidder shall be granted a preference in an amount equal to five (5%) percent of the lowest responsive and responsible Bid Proposal, if that low Bid Proposal has been submitted by a non-local Bidder. If, after deduction of the five (5%) percent preference from a local Bidders Bid Proposal, it is equal to or less than the lowest Bid Proposal, the Bid Proposal shall be awarded to the local Bidder. To qualify as a local Bidder, firms or individuals must submit written proof of the address of their principle place of business and a copy of their current City business license with each Bid Proposal for which a preference is claimed. Proof of address is normally the address to which Contract Agreement and payments will be sent. Local preference only applies to supplies, materials, and/or equipment. Local preference will not apply to Bid Proposals conducted with other public agencies nor when prohibited by State or Federal statutes or regulations to be awarded to the lowest responsive and responsible Contractor or otherwise exempt from local preferences. A total amount of such a preference granted in a single Bid Proposal shall not exceed Five Thousand and No/100ths (\$5,000.00) Dollars over a non-local Bidder.

The Owner will not be responsible for, nor be bound by, any oral instructions, interpretations, or explanations issued by the Owner or its representatives. Any request for clarifications or questions of the Bid Proposal shall be made in writing or email and deliverable to:

City of Los Banos Public Works Department
Attn: Greg Pimentel
greg.pimentel@losbanos.org
411 Madison Avenue
Los Banos, CA 93635

Requests for clarification or questions shall be delivered to the Owner by 5:00 p.m. DST on April 16, 2014. Any Owner response to a request for clarification, questions and answers will be posted to the City’s website at www.losbanos.org not later than 5:00 p.m. DST on April 18, 2014 and if necessary become a part of the Bid Proposal as an Addendum.

Proposed timeline of events associated with the awarding of Bid Proposal:

Release of advertisement for Bid Proposals		March 28, 2014
Pre-Bid Meeting – On Site - Mandatory	10:00 a.m.	April 10, 2014
Deadline to submit questions/clarifications	5:00 p.m.	April 16, 2014
Addendums/Questions/Clarifications posted	5:00 p.m.	April 18, 2014
Bid Opening	2:00 p.m.	April 25, 2014
City Council awards Bid Proposal		May 21, 2014
Issuance of a Notice to Proceed	By	May 30, 2014

3. Qualification of Bidder

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested, and the Bidder shall furnish to the Owner all information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid Proposal should the evidence submitted by, or investigation of, the Bidder fail to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Bid Proposal and to complete the requirements contemplated therein.

4. Default

In the event the successful Contractor who is awarded a Contract Agreement and given a Notice to Proceed resulting from this Bid Proposal shall be in breach or default, the Owner may secure services from other sources and may deduct from any monies due, or that may thereafter become due to the successful Contractor, the difference between the Total Bid Proposal Price named in the Contract Agreement and actual cost thereof to the Owner. Prices paid by the Owner must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Owner.

5. Rejection of Bid Proposal

The Owner reserves the right to reject any or all Bid Proposals or any part thereof, to waive any informalities in the Bid Proposal, and also to withhold award for a period of ninety (90) calendar days from date of bid opening.

6. Cancellation of Contract

The Owner may terminate any Contract Agreement derived from this Bid Proposal as follows:

WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful Contractor;

WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful Contractor. Cancellation for cause shall be at the discretion of the Owner and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this Bid Proposal. The successful Contractor may not cancel any contract derived from this Bid Proposal, without prior written consent of the Owner.

7. Nondiscrimination

- a. During the performance of the Contract Agreement, Contractor and Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Contractor and Subcontractors shall ensure that the evaluation/treatment of their employees and applicants for employment are free of such discrimination. Contractor and Sub-contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated there under (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code and incorporated into this Contract Agreement by reference and made a part hereof as if set forth in full.
- b. Contractor and any Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Contractor shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform Work under the Contract Agreement.
- d. Contractor shall grant access by representative of the Department of Fair Employment and Housing and the Owner upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Owner shall require to ascertain compliance with this clause.

8. Non-discrimination of the Disabled

The Owner will not aid or perpetuate discrimination against a qualified disabled individual by funding as an agency, organization, or person that discriminates on the basis of handicap in providing aid, benefit, or service to beneficiaries of the program or activity. The Owner is committed to provide access to all Owner services, programs, and meetings open to the public for people with disabilities. In this regard the Owner and all of its vendors and Contractor will take all reasonable steps to ensure that disabled individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

9. Governing Law and Venue

This Bid Proposal, or any Contract Agreement that may result from the award of this Bid Proposal, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms, or provision of this Bid Proposal or any Contract Agreement that may result from the award of this Bid Proposal, shall have venue in the County of Merced, State of California.

10. Liabilities

The Contractor shall hold the Owner, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against the Owner or Contractor because of the unauthorized use of such items.

11. F.O.B. Point

All shipments shall be FOB destination, unless otherwise indicated in the Contract Documents. Any charges for boxing, packing, crating, cartage, handling, insurance, unloading, inside delivery, and any other related charges shall be included in the Total Bid Proposal Price provided on the Bid Form.

12. Lowest Responsive/Responsible Bidder/Contractor

Although competitive pricing is essential in the award of this Bid Proposal, consideration shall be given, but not limited to:

- a. The ability of the Bidder/Contractor to comply with Provisions and work set forth herein;
- b. The quality and performance of the supplies/equipment to be provided by the Bidder/Contractor;
- c. The ability, capacity and skill of the Bidder/Contractor to perform the Contract Agreement or accomplish the transaction within the time specified, without delay;
- d. The character, integrity, reputation, judgment, experience and efficiency of the Bidder/Contractor;
- e. The quality of Bidder/Contractor performance on previous contracts with the Owner;
- f. The ability of the Bidder/Contractor to provide future maintenance, repair parts and services for the work provided;
- g. In evaluating competitive Bid Proposals, the Owner shall determine the lowest responsive and responsible Bidder/Contractor, and any local Bidder/Contractor shall be granted a preference in an amount equal to five (5%) percent of the lowest responsive and responsible Bid Proposal, if that low Bid Proposal has been submitted by a non-local Bidder/Contractor. If, after deduction of the five (5%) percent preference from a local Bidder/Contractor Bid Proposal, it is equal to or less than the lowest Bid Proposal, the Bid Proposal shall be awarded to the local Bidder/Contractor.

To qualify as a local Bidder/Contractor, firms or individuals must submit written proof of the address of their principle place of business and a copy of their current City business license with each Bid Proposal for which a preference is claimed. Proof of address is normally the address to which Contract Agreements and payments will be sent. Local preference only applies to supplies, materials, and/or equipment. Local preference will not apply to Bid Proposals conducted with other public agencies nor when prohibited by State or Federal statutes or regulations to be awarded to the lowest responsive and responsible Bid Proposal or otherwise exempt from local preferences. A total amount of such a preference granted in a single Bid Proposal shall not exceed Five Thousand and No/100ths (\$5,000.00) Dollars over a non-local Bidder/Contractor.

13. Protest Procedure

The lack of prompt procedure to resolve disputes regarding the bidding process would impair the Owner's ability to carry out its purpose of contracting this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in these Contract Documents, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid Proposal to the Owner for this Work, the Bidder agrees to comply with and to be bound by this procedure.

Any Bid Proposal protest must be submitted in writing to the Owner before 5:00 p.m. on the fifth (5th) working day following bid opening.

1. The initial protest document must contain a complete statement of the basis for the protest, and all supporting documentation. A non-refundable fee of One Thousand Dollars (\$1,000.00) made payable to the "City of Los Banos" shall accompany the protest documents and will be used by the Owner to recover costs in evaluating the bid protest. A bid protest submitted without the requisite fee shall not be considered by the Owner.
2. The party filing the protest must have actually submitted a Bid Proposal for the Work. A Subcontractor of a party submitting a Bid Proposal for the Work may not submit a bid protest.
3. A party may not rely on the bid protest submitted by another Bidder, but must timely pursue its own protest.
4. The protest must refer to the specific portion of the Contract Documents which forms the basis for the protest.
5. The protest must include the name, address and telephone number of the person representing the protesting party.
6. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

7. The Owner will give the protested Bidder five (5) working days after the receipt of the protest to submit a written response. The responding Bidder shall transmit the response to the protesting Bidder concurrent with the delivery to the Owner.
8. The procedure and time limits set forth in this paragraph are mandatory and are the Bidders sole and exclusive remedy in the event of bid protest. The Bidders failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

If the Owner determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsive and/or non-responsible and that Bidder may be determined to be ineligible for future contract awards.

14. Payment of Withheld Funds

The Owner shall retain 5% of each payment from Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Owner, of the Contract Agreement Work, and pay retention to the Contractor based on these acceptances. The Contractor, or Subcontractor, shall return all monies withheld in retention from a Subcontractor within 30 days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Contract Agreement Work by the Owner. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the Owner's prior written approval. Any violation of this provision shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance. When the Work is complete, the Owner will issue a Notice of Completion to the Contractor. The Owner will pay all retention funds to the Contractor thirty-five (35) Days after Notice of Completion has been recorded.

15. Insurance

The Contractor shall not commence Work under this Contract Agreement until he has obtained all the insurance required under this section and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved. All insurance required under this section shall be maintained at the expense of the Contractor continuously during the life of the Contract Agreement up to the date of acceptance of the Work by the Owner.

Commercial General Liability and Automobile Liability Insurance – The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

- a. Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
 2. Insurance Service Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto)
- b. Limits – The Contractor shall maintain limits no less than the following:
1. General Liability – Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.
 2. Automobile Liability – One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.
- c. Required provisions – The general liability and automobile liability policies are to contain, to be endorsed to contain the following provisions:
1. The Owner and its directors, officers, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner and its directors, officers, employees, agents, and volunteers.
 2. For any claims related to this Work, the Contractor's insurance shall be the primary insurance as respects the Owner and its directors, officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the Owner and its directors, officers, employees, agents and volunteers shall not contribute to it.
 3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner and their directors, officers, employees, agents and volunteers.
 4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

- d. Deductibles and Self-Insured Retentions – Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.
- e. Acceptability of Insurers – Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-: VII or equivalent.

Workers' Compensation and Employer's Liability Insurance – The Contractor and all Subcontractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, regardless of whether such coverage or insurance is mandatory or merely elective under law, and the Contractor shall defend, protect and save harmless the Owner and its directors, officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the Contractor or any Subcontractor to maintain such insurance. Before beginning Work, Contractor shall furnish to the Owner satisfactory proof that Contractor has taken out for the period covered by the Work under this Contract Agreement, full compensation insurance for all persons employed directly by Contractor or through Subcontractors in carrying out the Work contemplated under this Contract Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof.

The Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

The Contractor shall provide the Owner with a certificate of Workers' Compensation and Employers liability insurance coverage.

In signing the Contract Agreement, Contractor makes the following certification required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which requires each employer to be insured against liability for workmen's 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 Agreement."

Evidences and Cancellation of Insurance – Prior to execution of the Contract Agreement, the Contractor shall file with the Owner evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the Owner at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the Owner, deliver to the Owner all such policy or policies of insurance and the receipts for payment of premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the Owner, then it shall be lawful for the Owner to obtain and maintain such insurance, and the Contractor hereby appoints the Owner the true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the Owner for insurance premiums under the provisions of this article shall be charged to the Contractor.

16. Performance of Subcontractors

The Subcontractors listed by Contractor in the Bid Proposal shall list therein the name and address of each Subcontractor to whom the Contractor proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total Bid Proposal or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Contractor's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

17. Prevailing Wage

This Work is subject to prevailing wage requirements. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations of the State of California for similar classification of labor, the Contractor and his Subcontractor shall not pay less than the higher wage rate. In accordance with the provisions of Section 1773 of the Labor Code of the State of California, the Owner has obtained from the Director of the Department of Industrial Relations, the general prevailing rate for each craft, classification, or type of workman required for execution of the Contract Agreement. A copy of said prevailing rate of per diem wages is on file in the office of the Owner, and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

The Federal minimum wage rates for this Work as predetermined by the United States Secretary of Labor may be examined at the offices described above where the Provisions may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be posted on the internet at www.losbanos.org. Future effective general prevailing wage rates, which have been predetermined are on file with the California Department of Industrial Relations and are referenced but not printed in the general prevailing wage rates.

Special Provisions

1. Start of Work, Time of Completion, and Liquidated Damages

After the Contract Agreement has been executed the Owner will send the Contractor a "Notice to Proceed". Upon receipt of the Notice to Proceed, Contractor shall have twelve (12) calendar Days to schedule a pre-construction meeting with Owner. All submittals, construction schedule, and bonds shall be presented by Contractor to Owner on/or before pre-construction meeting. Contractor shall have fourteen (14) calendar Days from the date of the pre-construction meeting to commence Work. Contractor may commence Work any regular work day after date of pre-construction meeting. Contractor shall notify Owner of Work start date.

The Work shall be diligently ongoing to completion within the 45 calendar day period beginning on the 14th calendar Day from the date of the pre-construction meeting or from the actual first day Contractor starts Work.

The Contractor shall pay to the Owner the sum of \$500.00 per day, for each calendar Day delay in completing the Work past the 45 calendar Day working period.

2. Scope of Work

The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to protectively coat/paint all surfaces as required, including all surface preparation, pretreatment, application, touch-up of factory coated surfaces, protection of surfaces not to be coated, cleanup, and appurtenant Work, all in accordance with the requirements of the Contract Documents for the water storage tank located at 1545 Ward Road.

Any incidental Work not described in the Provisions which is necessary to complete the Work shall be furnished and installed as part of this Contract Agreement at no additional cost to the Owner. The Work shall be complete and ready for service to the satisfaction of the Owner. The Contractor shall have had the opportunity to inspect the site and observe actual working conditions during the mandatory pre-bid meeting.

3. Hours of Work

Construction work shall be completed between the hours of 7:00 a.m. and 9:00 p.m. Monday through Friday and between 8:00 a.m. and 5:00 p.m. on Saturday using normal construction practices. No Work shall be performed on Sunday's. The Contractor may request to the Owner to perform construction outside of these specified hours.

4. City Permits and Business Licenses

The Contractor does not need an Encroachment Permit from the Public Works Department prior to start of construction. The Contractor and all Subcontractors working within the city limits of Los Banos shall apply for and have issued a Business License from the City of Los Banos (209-827-7000).

5. Protection of Storm and Sewer

Prevent construction material, earth or other debris from entering existing storm or sewer structures.

6. Protection of Waterways

Observe rules and regulations of State of California and agencies of U.S. government prohibiting pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris. Provide holding ponds or accepted method which will divert flows, including storm flows and flows created by construction activity, to prevent excessive silting of waterways or flooding damage to property. Comply with procedures in "The Construction Site Best Management Practices (BMPs) Manual" by the State of California Department of Transportation.

7. Storm Water Discharge

Contractor shall comply with California State Water Resources Control Board (SWRCB) General Construction Activity Storm Water Permit. A General Permit Number CA S000002 is for discharges of storm water associated with construction site activities. Contractor is required to prepare, submit, and comply with following, if required by the SWRCB:

- a. Notice of Intent (NOI).
- b. Storm Water Pollution Prevention Plan.
- c. Comply with procedures in "The Construction Site Best Management Practices (BMPs) Manual" by the State of California Department of Transportation.

8. Disposal of Waste Materials

Waste material shall be disposed of in accordance with local regulatory requirements. Provide watertight conveyance for liquid, semi-liquid or saturated solids which tend to bleed during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at selected disposal site.

9. Noise Control

Conduct operations to cause least annoyance to residents in vicinity of Work, and comply with applicable local ordinances. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.

10. Water Supply

Water will be available to the Contractor in performance of the Work without charge from all Owner fire hydrants. Prior to the use of any hydrant the Contractor shall notify the Owner and obtain and install a meter furnished by the Public Works Department on the fire hydrant. It will be the Contractor's responsibility to convey the water to the Work site. Regardless of the method of conveyance chosen, it shall not be cause for closure of any streets nor shall it create a nuisance to nearby residents. An air gap shall be maintained between the hose or pipe discharge to prevent possible backflow in the event of distribution system pressure loss. The Contractor shall pay a deposit for the use of the fire hydrant meter. The deposit may be refunded in full if the fire hydrant meter is returned undamaged.

11. Notifications

The Owner will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the Owner, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the Owner or from the regulatory agency through the Owner, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the Work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

12. Changes in Work

The Owner may require changes in, additions to, or deductions from the Work, including complete termination thereof. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such change, addition, or deduction shall be determined as set forth in Payment for Changes in the Work section. The Owner may order minor changes in the Work not involving an increase or decrease in the Contract amount, not involving a change in the time for completion, and not inconsistent with the purposes for which the Work is being constructed. If the Contractor believes that any order for minor changes in the Work involves changes in the Contract amount or time for completion, it shall not proceed with the minor changes so ordered and shall within seven days of the receipt of such order notify the Owner in writing of its estimate of the changes in the Contract amount and time for completion it believes to be appropriate. No payment for changes in the Work will be made, and no changes in the time for completion by reason of changes in the Work will be made, unless the changes are covered by a written Contract Change Order approved by the Owner in advance of the Contractor's proceeding with the changed work.

13. Payment for Changes in the Work

Changes in, additions to, or deductions from the Work, including increases or decreases in the quantity of any item or portion of the Work, shall be set forth in a written Contract Change Order executed by the Owner and by the Contractor which shall specify:

- The changes, additions, and deductions to be made;
- The increase or decrease in compensation due the Contractor, if any;
- Adjustment in the time of completion, if any.

Adjustment in the compensation due the Contractor shall be determined by one or more of the following methods in the order of precedence listed below:

- Unit prices contained in the Contract;
- Mutually agreeable lump-sum or unit prices;
- If requested by the Owner, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing proposed lump-sum and unit prices.

Force account whereby the Contractor is compensated for furnishing labor, materials, tools, and equipment as follows:

Cost of labor plus 15 percent for workers directly engaged in the performance of the Work. Cost of labor shall include actual wages paid including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes plus payments imposed on payroll amounts by state and federal laws plus subsistence and travel allowance payments to workers.

Cost of material plus 15 percent. Cost of material shall include sales tax, freight, and delivery charges. The Owner reserves the right to furnish such materials as it deems advisable and the Contractor shall not be paid the 15 percent markup on such materials.

For tools and equipment actually engaged in the performance of the Work, rental rates plus 15 percent. The rental rates shall be those prevailing in the area where the Work is performed. No rental charge shall be made for the use of tools or equipment having a replacement value of \$500 or less.

Subcontractor invoices to the Contractor plus 5 percent. Subcontractor invoices shall be based on the above-described cost of labor plus 15 percent cost of material plus 15 percent, and tool and equipment rental rates plus 15 percent.

No payment shall be made for any item not set forth above, including without limitation, Contractor's overhead, general administrative expense, supervision, or damages claimed for delay in prosecuting the remainder of the Work.

For forced account work, the Contractor shall submit to the Owner for its verification daily work sheets showing an itemized breakdown of labor, materials, tools, and equipment used in performing the Work. No payment will be made for work not verified by the Owner.

Technical Provisions

1. General

- a. It is the intent of these Provisions to paint all exposed miscellaneous metals, electrical cabinets and boxes, conduit, pipe, fittings, valves, equipment and equipment bases, supports and pedestals. Minor items omitted in the schedule of Work shall be included in the Work of this section where they come within the general intent of the Provisions as stated herein.
- b. All paint & coatings or potable water contact surfaces shall be ANSI/NSF 61 certified.
- c. All coatings shall comply with all local, state and federal air pollution rules and regulations in effect at the site of application. If a specified coating system does not meet the current local, state and federal air pollution rules and regulations at the time of application, the Contractor shall submit a substitute coating system for review to the Owner.
- d. The following surfaces shall not be coated or painted unless shown or specified otherwise in the Contract Documents:
 1. Work having complete factory finish other than prime coat.
 2. Stainless steel, aluminum brass, bronze, and plated finished metals (not zinc or cadmium).
 3. Finish hardware except prime-coated items.
 4. Fusible links, UL labels, nameplates, numbers, identifying data, machined surfaces and grease fittings.
 5. Concrete, unless otherwise specified.
 6. Plastic piping and materials.
 7. Gratings and frames, checker plates, hatches, stair treads, door thresholds, and other walking surfaces.

2. Reference Specifications, Codes and Standards

- a. Steel Structures Painting Council (SSPC)
- b. Coating of the exterior of the reservoir shall be in accordance with AWWA D102, Coating Steel Water-Storage Tanks.
- c. In case of conflict between codes, reference standards, drawings, and these Provisions, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Owner for clarification and directions prior to ordering or providing any materials or labor.

3. Contractor Submittals

- a. Submittals shall comply with the requirements of the Provisions in the Contract Documents.
- b. Submit a complete list of all paint and coating materials proposed for use, identifying each material by manufacturer's name, product name, and number. The list shall include all primers, thinners, and coloring agents, together with manufacturer's catalog data fully describing each material as to contents, recommended usage, and preparation and application methods and Material Safety Data Sheets (MSDS)/Safety Data Sheets (SDS).
- c. Submit a schedule showing which painting systems will be used where and the proposed application method for each painting system.
- d. The exterior color for the roof and shell will be white. Submit color charts for selection of colors. Color samples shall be submitted as required by the Owner. Paint or coating samples for materials to be used on ferrous metal shall be submitted on 8-1/2 inch by 11-inch sheet metal. Each sample shall be completely coated over its entire surface with one protective coating material, type, and color. All colors shall be approved by the Owner.
- e. Submit tank exterior painting applicator's current Painting and Decorating License in the State of California (C-33 Classification) and a written list of references in accordance with the Provisions in the Contract Documents.

4. Extra Paint

Upon completion of the Work, the Contractor shall provide the Owner with four (4) unopened, labeled, one-gallon touch-up paint kits. The cost thereof shall be included as a part of the Work required in the Provisions of these Contract Documents.

5. Quality Assurance

- a. The tank exterior painting applicator shall possess a valid state license as required for performance of the painting and coating work called for in the Provisions and shall provide 5 references which show successful experience with the specified or comparable coating systems. Include the name, address, contact name, and telephone number for the owner of each installation for which the protective coating was provided.
- b. The Contractor shall give the Owner a minimum of 3 days advance notice of the start of any field surface preparation Work of coating application Work, and a minimum of 14 days advance notice of the start of any shop surface preparation Work.
- c. All such Work shall be performed only in the presence of the Owner, unless the Owner has granted prior approval to perform such Work in its absence. Work accomplished in the absence of the Owner, unless the Owner has granted prior approval to perform such Work in his/her absence, may be required to be removed and replaced under the proper inspection and the entire cost of removal and replacement shall be borne by the Contractor, regardless of whether or not the Work removed is found to be defective.

- d. Work covered up without the authority of the Owner shall, upon order of the Owner, be uncovered as required and the Contractor shall bear the entire cost of the Work.
- e. Inspection by the Owner, or the waiver of inspection of any particular portion of the Work, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Provisions in the Contract Documents.
- f. The Owner will make such tests as he/she deems necessary to assure the Work is being accomplished in accordance with the Provisions in the Contract Documents. In the event that such tests reveal the Work does not comply with the Provisions in the Contract Documents, the Contractor shall bear the costs of correcting the Work as well as the cost of retesting and re-inspection.
- g. Surface preparation will be inspected based on comparison with SSPC-VIS-1 and SSPC-VIS-3 standards.
- h. The Contractor shall furnish, until final acceptance of such coatings, inspection devices in good working condition for the detection of holidays and the measurement of dry-film thicknesses of protective coatings. The devices shall be made available for the Owner's use at all times while coating is being done, until final acceptance of such coatings.
- i. Thickness of coatings on ferrous metals shall be tested with a non-destructive film thickness gauge in conformance to SSPC-PA 2. No measurements will be made until at least 8 hours after application of the coating. On non-ferrous metals and other substrates, the coating thicknesses will be measured at the time of application using a wet film gage.
- j. Any off-site Work which cannot be confirmed to meet the Provisions in the Contract Documents is subject to rejection by the Owner.

6. Product Delivery, Storage, and Handling

- a. The paint materials shall be delivered to the Work site in the manufacturer's unopened containers and a list of all batch numbers shall be furnished to the Owner prior to the start of Work.
- b. Stored paints and liquids shall be kept covered, and precautions shall be taken for the prevention of fire. Empty containers and paint-soiled or oily rags shall be removed from the site at the end of each day's work.
- c. Paints shall be stored in an interior enclosure, protected from the elements. Paints shall be kept from freezing.

7. Atmospheric Conditions

No coating shall be applied (1) when the surrounding air temperature or the temperature of the surface to be coated is below 50° F or above 120° F; (2) to wet or damp surfaces or in rain, snow, fog or mist; (3) when the temperature is less than 5° F above the dew point; or (4) when it is expected the air temperature will drop below 50° F, or less than 5° F above the dew point within 8 hours after application of coating. Dew point shall be measured by use of a sling psychrometer in conjunction with U.S. Department of Commerce Weather Bureau psychrometric tables.

8. Safety and Health Regulations

- a. In accordance with requirements of OSHA Safety and Health Standards for Construction (29CFR1926) and the applicable requirements of regulatory agencies having jurisdiction, as well as manufacturer's printed instructions and appropriate technical bulletins and manuals, the Contractor shall provide and require use of personnel protective lifesaving equipment for persons working in or about the Work site.
- b. Head protection, face protection and respiratory devices shall include protective helmets which shall be worn by all persons while in the vicinity of the Work. In addition, workers engaged in or near the Work during sandblasting shall wear OSHA approved eye and face protection devices and air purifying, half mask or mouthpiece respirators. Barrier creams may be used on any exposed areas of skin.
- c. Whenever the occupational noise exposure exceeds maximum allowable sound levels, the Contractor shall implement a Hearing Conservation Program including furnishing and requiring the use of approved ear protective devices.
- d. All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the Owner to facilitate inspection and shall be moved by the Contractor to locations as requested by the Owner.

9. Terms

- a. The terms "paint", "coatings" and "finishes" as used herein, shall include surface treatments, emulsions, enamels, paints, epoxy resins, and all other protective coatings, excepting galvanizing or anodizing, whether used as a pretreatment, primer, intermediate coat, or finish coat.
- b. The term "DFT" means minimum dry film thickness.
- c. Painting and coating materials shall be sealed in containers that plainly show the designated name, formula, or specification number, color, date of manufacture, manufacturer's directions, and name of manufacturer, all of which shall be plainly legible at the time of use.
- d. Products shall be standard products produced by recognized manufacturers who are regularly engaged in production of such materials for essentially identical service conditions. Where requested, the Contractor shall provide the names of not less than 10 successful applications of the proposed manufacturer's products demonstrating compliance with the Provisions in the Contract Documents.
- e. Use of manufacturer's name and brand is for the purpose of establishing the standard of quality. Materials by other manufacturers are acceptable provided that they are established as being compatible with and of equal quality to the coatings of the companies listed. The Contractor shall provide satisfactory documentation from the firm manufacturing the proposed material that said material meets the specified requirements and is equivalent or better than the listed materials.
- f. Unless otherwise approved by the Owner in writing, all coatings applied under a single system shall be compatible materials from a single manufacturer.

10. Factory Mixing

All paint containers shall be factory-mixed to the specified color, gloss, and consistency required for application to the maximum extent practical, unless otherwise approved by the Owner.

11. Materials List

All materials shall be of the following grades or brands, or equals, in each case:

Coatings:

<u>Symbol</u>	<u>Generic Group</u>	<u>Trade Name</u>
C1	Epoxy	Tnemec Series V140F, Carboline 891, Devoe Bar-Rust 233H
C2	Epoxy	Tnemec N69, Carboline Carboguard 890, Devoe Bar-Rust 231
C3	Zinc Rich Primer	Tnemec 91-H2O, Carboline Carbozinc 859, Devoe Catha-Coat 302H
C4	Polyurethane	Tnemec Series 1075, Carboline 133VOC, Devoe Devthane 378H
C5	100% Solids Epoxy	Tnemec Series 22, Carboline Plasite 4500, Devoe Devran 133
C6	Epoxy	Tnemec N69, Carboline Carboguard 954HB, Devoe Devran 203WB

12. Painting Schedule

All painting specified herein shall conform to the following schedule of finishes, number of coats, and pretreatment requirements. All paint materials listed are keyed to the identifying numbers listed under "Materials List," herein. All colors are to be selected from manufacturer's standard range.

	C3 (3-5 mils)	C2 (5-7 mils)	C4 (2-3 mils)	SSPC-SP6
Tank Exterior (including all items attached to tank)	Total System: 12.0 mils DFT minimum			

13. Painting Requirements

- a. The Contractor must strictly follow the coating manufacturer's recommendations for cleaning and application unless specified otherwise. Any deviation from printed literature must be approved in writing by the manufacturer prior to starting alternate procedures.
- b. In no case shall paint application exceed the paint manufacturer's published coverage rate based upon un-thinned material. If the paint has been extended beyond the recommended coverage, the "hide" produced is inadequate or the minimum dry mil thickness has not been achieved as required, the Contractor shall apply one or more additional coats as determined by the Owner at no additional cost

to the Owner. The manufacturer's recommended amount of thinner shall not be exceeded. Unless otherwise approved, finish coat material shall be applied as taken from manufacturer's container.

- c. Protection of surfaces not to be coated. All hardware, machined surfaces, nameplates, soil, plant materials and other surfaces not to be coated shall be removed, masked or otherwise protected during surface preparation, cleaning, and coating operations. Drop cloths shall be provided to prevent coating materials from falling on or marring adjacent surfaces. The working parts of all mechanical and electrical equipment shall be protected from damage during surface preparation and coating operations. Openings in motors shall be masked to prevent entry of coating or other materials.
- d. The Contractor shall maintain barricades and wet paint signs for duration of Work, as needed.
- e. The Contractor shall provide and transfer scaffolds, staging, and planking as necessary for proper performance of Work.
- f. The Contractor shall conduct all operations so as to confine abrasive blasting debris and coating or paint overspray to within the bounds of the site. The Contractor shall take all precautions necessary to prevent adverse off-site consequences of application operations. Any complaints received by the Owner relating to any such potential off-site problems will be immediately delivered to the Contractor. The Contractor shall immediately stop blast cleaning or application Work and shall take corrective action required to mitigate any such problems. All costs for protection of off-site properties and/or correction of damage to property as a result of blast cleaning or application operations shall be borne directly by the Contractor at no additional expense to the Owner.

14. Storage, Mixing and Thinning of Materials

- a. Unless otherwise specified herein, the coating manufacturer's printed recommendations and instructions for thinning, mixing, handling, applying, and protecting its coating materials, for preparation of surfaces for coating, and for all other procedures relative to coating shall be strictly observed. The Contractor shall supply the Owner with copies of each manufacturer's instructions.
- b. All protective coating materials shall be used within the manufacturer's recommended shelf life.
- c. Coating materials shall be protected from exposure to cold weather, and shall be thoroughly stirred, strained, and kept at a uniform consistency during application. Coatings of different manufacturers shall not be mixed together. Materials will not be used that have been stored over the manufacturer's recommended shelf life.

15. Preparation

- a. The Contractor shall properly prepare surfaces to receive finishes as indicated and specified.
- b. All surface preparation shall conform to the surface preparation specifications set forth in the latest revision of the Steel Structures Painting Councils "Steel Structures Painting Manual, Volume 2, Systems and Specifications," at the time of bidding or as specified herein.

- c. Field blast cleaning for all surfaces shall be dry method unless otherwise directed. Contractor is responsible for maintaining dust emissions within the legal level and that level which would not create a nuisance.
- d. Abrasive used in blast cleaning operations shall be new:
 - 1. New, clean and free of contaminants, and containing no hazardous materials.
 - 2. Certified by California Air Resources Board (CARB).
 - 3. Conform to all applicable requirements of the local air district.
- e. During blast cleaning operations, inlet, outlet, overflow and drain openings shall be covered with approved barriers to prevent entry of spent abrasive or other foreign materials.
- f. Blast cleaned surfaces shall be cleaned prior to applications of specified coatings by a combination of blowing with clean, dry air, brushing/brooming, and/or vacuuming as directed by the Owner. All dust and residual particles of the cleaning operation must be removed.

16. Application

- a. Paint shall not be applied in extreme heat, in dust laden air, smoke laden air, in damp weather, or humid weather. No coatings or paint shall be applied over damp or moist surfaces.
- b. The Contractor shall inspect the welds and accept them in writing to ensure that they are properly prepared and acceptable for painting.
- c. All welds, inside corners, nuts, bolts, flanges, edges, angles and irregular surfaces shall receive one brush coat of specified primer adequately thinned so it will flow into crevices and openings. The brush coat of all exterior welds shall be a separate singular and distinct operation prior to spray application of the intermediate complete coat. Spray application of this stripe coat and back brushing will be allowed.
- d. Paint shall be applied in accordance with the manufacturer's instructions and recommendations, and this section, whichever has the most stringent requirements. Drying times shall be not less than called for in manufacturer's printed instructions.
- e. The color of alternate coats shall provide a contrast to assist in obtaining complete coverage.
- f. It is imperative that the coating manufacturers recommended recoat times be strictly followed. Any deviation from printed literature must be approved in writing by the manufacturer prior to starting alternate procedures. If minimum/maximum recoat times are not stated in the coating manufacturer's standard product literature, the Contractor must supply such information to the Owner prior to starting or any painting or coating application. The Contractor shall submit a written statement from the coating manufacturer if limitations for recoat times do not apply to coating specified on this Work.
- g. Spray painting shall be conducted under controlled conditions, and the Contractor shall be fully responsible for any damage to adjacent Work or adjoining property occurring from spray painting.

- h. Each coat will be inspected by the Owner prior to application of the next coat. Areas found to contain runs, overspray, roughness, or other signs of improper application shall be required to be recoated in accordance with the Owner's instructions.
- i. All pinholes or holidays shall be marked and repaired in accordance with the manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating.
- j. Application of the first coat shall follow immediately after surface preparation and cleaning and within an 8-hour workday. Any cleaned surfaces which do not receive a first coat within an 8-hour period shall be re-cleaned prior to application of the first coat. Blast cleaned ferrous metal surfaces shall be painted before any rusting or other deterioration of the surface occurs. Blast cleaning shall be limited to only those surfaces that can be coated in the same working day.
- k. If the dry film thickness of individual coats exceeds the maximum dry film thickness per the manufacturer's recommendations, the coating shall be removed by abrasive blasting. All costs for repairs shall be borne by the Contractor.
- l. Dry coating thickness shall be measured in accordance with SSPC – PA 2.
- m. Finish coats, including touch-up and damage repair coats, shall be applied in a manner that will present a uniform texture and color matched appearance.

17. Adjustment and Cleaning

- a. The Contractor shall make a detailed inspection of paint finishes after painting Work has been completed, and shall carefully remove splattering of paint material from adjoining Work of others and shall make good any damage thereto that may be caused by such cleaning operations. The Contractor shall carefully touch-up all abraded, stained, or otherwise disfigured painting Work and shall leave the entire painting Work in first-class condition.
- b. All damage to adjacent surfaces or facilities resulting from the Work performed under the Contract Agreement shall be cleaned, repaired or refinished to the satisfaction of the Owner at no additional cost to the Owner.
- c. During and upon completion of Work, the Contractor shall remove unused tools and equipment, surplus materials, rubbish, debris, dust and shall leave areas affected by Work to the Owner's satisfaction.

18. Steel Tank Warranty Inspection

- a. A warranty inspection shall be conducted during the eleventh month following completion of all Work and Notice of Completion. The Contractor or its authorized representative shall attend this inspection.
- b. All defective Work shall be repaired in accordance with the Provisions in the Contract Documents and to the satisfaction of the Owner at the sole expense of the Contractor. All repaired areas shall be electrically tested and repair/electrical-testing procedure repeated until surface is acceptable to the Owner.

- c. Any location where coating or paint has peeled, bubbled, cracked or where rusting is evident shall be considered to be a failure of the system. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating or paint, cleaning the surface and reapplying the same system. If the area of failure exceeds 25 percent of a specific coated or painted surface, the entire applied system may be required to be removed and reapplied based on the Owner's judgment in accordance with the Provisions in the Contract Documents.
- d. The Owner may, by written notice to the Contractor, reschedule the warranty inspection within the contract guarantee period, or may cancel the warranty inspection altogether.

Bid Form

TO: Owner
City of Los Banos
520 J Street
Los Banos, CA 93635

Bid Date: _____

In compliance with the Invitation for Sealed Bids the undersigned, as Bidder, hereby offers to provide to the Owner, in accordance with the terms and conditions in the Provisions set forth in the Contract Documents the stated total bid proposal price quoted on this Bid Form for the Work of,

Exterior Painting of One (1) Five Million Gallon Storage Tank

Total Bid Proposal Price Numerical: \$ _____

_____ total bid proposal price written form

The undersigned certifies under penalty of perjury that the above quotation constitutes a bona-fide offer for the Work, that undersigned is a duly authorized representative of the company listed, that the quotation is in no way sham or collusive, and that the executed Contract Agreement between the Contractor and Owner constitutes acceptance of Contractor's total bid proposal price for the Work stated in the Contract Documents. The undersigned has read the General Provisions, Special Provisions, and Technical Provisions in these Contract Documents. Contractor will not withdraw their Bid Proposal for at least ninety (90) calendar days from the date and time of the bid opening.

Name of Individual/Company: _____

Business Address: _____

Telephone No.: _____ Fax No.: _____

Signature of Authorized Official: _____

Name/Title of Authorized Official: _____

E-Mail Address: _____

ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE?

_____ YES _____ NO

If yes submit written proof of the address of your principle place of business and a copy of your current City business license.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

Bid Bond

We, _____
as Contractor, and _____
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and
assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for payment
of the penal sum of _____
_____ Dollars (\$ _____),

lawful money of the United States. Contractor has submitted the accompanying Bid Proposal
for the construction of: **Exterior Painting of One (1) Five Million Gallon Storage Tank**

If the Contractor is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by Bid Proposal, and files a payment bond and performance bond with the Owner, or substitute security in lieu thereof, in the time and manner specified by the Owner, and carries all insurance in type and amount which conforms to the General Provisions, Special Provisions, and Technical Provisions in these Contract Documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Contractor's failure to do any of the foregoing.

Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

Executed on _____, 20____

(Seal if Corporation)

Contractor

By: _____

Title _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service of process in California, if different from above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____
(Attorney-in-Fact)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

Reference List

1) NAME: _____ CONTACT PERSON/TITLE: _____

ADDRESS:

_____ P.O. Box/Street City State Zip

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

2) NAME: _____ CONTACT PERSON/TITLE: _____

ADDRESS:

_____ P.O. Box/Street City State Zip

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

3) NAME: _____ CONTACT PERSON/TITLE: _____

ADDRESS:

_____ P.O. Box/Street City State Zip

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

4) NAME: _____ CONTACT PERSON/TITLE: _____

ADDRESS:

_____ P.O. Box/Street City State Zip

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

5) NAME: _____ CONTACT PERSON/TITLE: _____

ADDRESS:

_____ P.O. Box/Street City State Zip

TELEPHONE NUMBER: _____ FAX NUMBER: _____

DOLLAR AMOUNT OF CONTRACT: _____

DATE AND SERVICES PROVIDED: _____

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Equal Employment Opportunity

I _____ hereby certify that Contractor and Subcontractor
(Name of Contractor)

- Have
- Have Not

participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, have filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Name of Contractor

Address

City, State, Zip Code

Authorized Signature

Date

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

Debarment and Suspension Certification

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Name of Contractor

Address

City, State, Zip Code

Authorized Signature

Date

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

Addendum

Bidder acknowledges receipt of the following Addenda:

No. _____, dated _____, 2014, Signed, _____

No. _____, dated _____, 2014, Signed, _____

No. _____, dated _____, 2014, Signed, _____

THIS PAGE SHALL BE COMPLETED, IF NECESSARY

IF COMPLETED, THIS PAGE MUST BE RETURNED WITH BID PROPOSAL FORMS

Contract Agreement

This Contract Agreement made and entered into by and between the City of Los Banos, herein referred to as "Owner" and _____
a corporation under the laws of the State of _____ ;
a partnership composed of _____ ;
a joint venture composed of _____ ;
an individual doing business as _____ ;
hereinafter referred to as "Contractor." Owner and Contractor agree as follows:

Scope of Work

The Contractor shall furnish all labor, materials and equipment necessary to complete the Work as specified in the Provisions, and in strict accordance with the conditions of the Contract Agreement. All incidental Work not specified herein which is necessary to complete the Work shall be furnished and installed as part of this Contract Agreement at no additional cost to the Owner. The Work shall be complete and ready for service as specified to the satisfaction of the Owner. The Contractor is responsible for inspecting the site and observing the actual working conditions. The Work is generally described as providing all labor, materials, equipment, and incidentals necessary to protectively coat/paint all exterior surfaces of the water storage tank located at 1545 Ward Road.

Award of Bid Proposal

Once the Owner has approved the lowest responsive/responsible Contractor this agreement shall be executed. Upon receipt by Owner of executed Contract Agreement, Owner will issue Contractor the Notice to Proceed.

Notice to Proceed

Upon receipt of the Notice to Proceed, Contractor shall have twelve (12) calendar Days to schedule a pre-construction meeting with Owner. All submittals, construction schedule, and bonds shall be presented by Contractor to Owner on/or before pre-construction meeting. Contractor shall have fourteen (14) calendar Days from the date of the pre-construction meeting to commence Work. Contractor may commence Work any regular work day after date of pre-construction meeting. Contractor shall notify Owner of Work start date.

Securities and Bonds

After Notice to Proceed and prior to start of any Work, the Contractor shall submit a Payment Security payable to the City of Los Banos for an amount not less than 100% of the Contract Award Price or a Payment Surety Bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California. After Notice of Award of the Contract and prior to start of any work, the Contractor shall submit a Performance Security payable to the City of Los Banos for an amount not less than 100% of the Contract Award Price or a Performance Surety Bond executed by a surety authorized by the Insurance Commissioner to transact business of insurance in the State of California.

Notice of Completion

Once Contractor has finished the Work to the satisfaction of the Owner, a Notice of Completion shall be issued. Simultaneously, the one (1) year warranty period will begin.

Payment

The Owner will make payment in full within 30-days of delivery and acceptance of and upon receipt of correct invoice(s). The invoice shall be delivered to the City of Los Banos, Accounts Payable Division, 520 J Street, Los Banos, CA 93635. Payment terms of less than 20 calendar days are not acceptable.

Contract Documents

The complete Contract Documents set forth herein include: the entire sections of General Provisions, Special Provisions, Technical Provisions, Bid Proposal, and Agreements & Bonding.

This Contract Agreement is executed by the Owner pursuant to an action of its City Council in session on _____, 2014 authorizing the same and Contractor has caused this Contract Agreement to be duly executed. The effective date will be the last date of execution by the parties.

Date

By: _____
Authorized Representative of Owner

Title: _____

Date

By: _____
Authorized Representative of Contractor

Title: _____

(Seal if Corporation)

(Attach Acknowledgement for Authorized Representative of Contractor)

APPROVED:

(Attorney for Owner)

Certificate of Contractor

I, _____
certify that I am a/the _____
designate sole proprietor, partner in partnership, or corporate officer with Contractor License
Number _____
in the entity named as Contractor in the foregoing Contract Agreement. I hereby expressly certify
that the name of the entity to which I am associated is _____;
that this entity is in good standing and has complied with all applicable laws and regulations, and
that I have been expressly authorized by the proper parties in this entity to execute the Contract
Agreement on behalf of the above-named entity.

ATTEST:

Name: _____
(Please Type)

Title: _____

On this _____ day of _____ 2014, before me personally came
_____ to me known, or proven to me on
the basis of satisfactory evidence, who being duly sworn, did depose and say: that (he/she) is an
authorized representative of the Contractor and acknowledged to me that (he/she) executed the
within instrument on behalf of said Contractor, _____.

In witness whereof, I have signed and affixed my official seal on the date in this certificate first
above written.

Notary Public

Payment Bond

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and

assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for payment

of the penal sum of _____

_____ Dollars (\$ _____),

lawful money of the United States. Owner has awarded Contractor a Contract Agreement for the

construction of

Exterior Painting of One (1) Five Million Gallon Storage Tank

If Contractor or any of his Subcontractors fails to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract or during the one-year guarantee period, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay the same in an amount not exceeding the sum specified above, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed, or the Provisions shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Contractor and Surety agree that should Owner become a party to any action on this bond that each will also pay Owner's reasonable attorney's fees incurred therein in addition to the above sum.

Executed in four original counterparts on: _____, 20____

Contractor

(Seal if Corporation)

By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____
(Attorney-in-Fact)

Approved:

(Attorney for Owner)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.

Performance Bond

We, _____

as Contractor, and _____

as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the **City of Los Banos** (herein called "Owner") for payment of the penal sum of _____

Dollars (\$_____), lawful money of the United States. Owner has awarded

Contractor a Contract Agreement for the construction of

Exterior Painting of One (1) Five Million Gallon Storage Tank

The condition of this obligation is such that if the Contractor shall in all things abide by and well and truly keep and perform the covenants, and agreements in the said Contract Agreement, and any alteration thereof made as therein provided, on his part to be kept and performed at the time and in the manner therein specified, and shall faithfully fulfill the one-year guarantee of all materials and workmanship, and shall indemnify and save harmless the Owner and the Owner's Representative, and their consultants, and each of their directors, officers, employees and agents, as therein stipulated, this obligation shall become null and void, otherwise, it shall be and remain in full force and effect.

The Performance Bond shall remain in full effect during the one-year guarantee period following the completion of the Work.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the General Provisions, Special Provisions, and Technical Provisions in these Contract Documents shall in anyway affect its obligation in the bond, and it does hereby waive notice thereof.

Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit, in addition to the above sum.

Executed in four original counterparts on : _____, 20_____

Contractor

(Seal if Corporation)

By: _____

Title: _____

(Attach Acknowledgment of Authorized Representative of Contractor)

Any claims under this bond may be addressed to:

_____ (name and address of Surety)

_____ (name and address of Surety's agent for service
of process in California, if different from above)

_____ (phone number of Surety's agent in California)

(Attach Acknowledgment)

Surety

By _____
(Attorney-in-Fact)

Approved:

(Attorney for Owner)

Notice: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. Certified copy of Power of Attorney must be attached.