



**NOTICE TO CONTRACTORS,
PROPOSAL,
AGREEMENT, &
SPECIAL PROVISIONS**

FOR CONSTRUCTION ON
Project No: 17-25
Column Replacement at Covered Storage Building at Corporation Yard

IN STANISLAUS COUNTY,
TURLOCK, CALIFORNIA.

Development Services Department/ Engineering Division

Phone: (209) 668-5599 ext 4417
Contact Person: Stephen Fremming

Proposals shall be delivered to Turlock, California
at or before 11:00 AM on Thursday, March 9, 2017
at the office of the City Engineer,
Development Services: Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380

TABLE OF CONTENTS

NOTICE TO CONTRACTORS	1
PROPOSAL	3
BIDDER'S FORM	4
SUB-CONTRACTORS.....	8
AGREEMENT	9
1. Scope Of Work:	9
2. The Contract:	10
3. Schedule:	10
4. Equipment & Performance Of Work:	10
5. Contract Price:	10
6. Time For Performance:	11
7. Rights Of City To Increase Working Days:	11
8. Option Of City To Terminate Agreement In Event Of Failure To Complete Work:	11
9. Liquidated Damages:	11
10. Performance By Sureties:	12
11. Disputes Pertaining To Payment For Work:	12
12. Permits, Compliance With Law:	12
13. Superintendence By Contractor:	12
14. Inspection By City:	12
15. Extra And/Or Additional Work And Changes:	12
16. Change Of Contract Price:	13
17. Change Of Contract Time:	18
18. Inspection And Testing Of Materials:	18
19. Permits And Care Of The Work:	18
20. Other Contracts:	19
21. Payments To Contractor:	19
22. Contract Security:	19
23. Hold-Harmless Agreement And Contractor's Insurance:	19
24. Contractor's Insurance:	19
25. Proof Of Carriage Of Insurance:	22
26. Wages & Hours Of Employment:	22
27. Emergency - Additional Time For Performance - Procurement Of Materials:	22
28. Provisions Cumulative:	23
29. Taxes:	24
30. Notices:	24
32. Interpretation:	25
33. Antitrust Claims:	25
SPECIAL PROVISIONS	27
SECTION 1 SPECIFICATIONS AND PLANS	27
1.01 SPECIFICATIONS:	27

1.02	CONTRACTOR’S RESPONSIBILITY:	28
1.03	COMPLETENESS AND ACCURACY OF PLANS AND SPECIFICATIONS:	28
SECTION 2	PROPOSAL REQUIREMENTS AND CONDITIONS	28
2.01	GENERAL:	28
2.02	EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS:	29
SECTION 3	AWARD AND EXECUTION OF CONTRACT	29
3.01	GENERAL:	29
SECTION 4	BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	29
4.01	GENERAL:	29
4.02	ACCESS TO SITE:	30
SECTION 5	GENERAL	30
5.01	LABOR NONDISCRIMINATION:	30
5.02	PREVAILING WAGE:	30
5.03	HAZARDOUS MATERIALS:	30
5.04	SUBCONTRACTING:	30
5.05	PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:	31
5.06	PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS::	31
5.07	PAYMENTS:	32
5.08	GUARANTY:	32
5.09	WORKING HOURS:	32
5.10	PRESERVATION OF PROPERTY:	32
5.11	SUBMITTALS:	33
5.12	NOTICE OF POTENTIAL CLAIM:	35
5.13	INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:	35
5.14	PERMITS:	38
5.15	TESTING:	39
SECTION 6	(BLANK)	39
SECTION 7	(BLANK)	39
SECTION 8	MATERIALS (BLANK)	39
SECTION 9	(BLANK)	39
SECTION 10	CONSTRUCTION DETAILS	39
10.01	PROJECT BACKGROUND:	39
10.02	DESIGN DOCUMENTS:	40
10.03	SCOPE OF WORK:	40
10.04	REMOVE EXISTING FACILITIES:	40
10.05	TEMPORARY SHORING:	41
10.06	STRUCTURAL STEEL:	41
10.07	REINFORCED CONCRETE FOOTING:	42
10.08	LIGHTING:	43
APPENDIX A – SITE PHOTOS		44
APPENDIX B – PROJECT DRAWINGS		45

CITY OF TURLOCK, CALIFORNIA

NOTICE TO CONTRACTORS

City Project No. 17-25 Column Replacement at Covered Storage Building at Corporation Yard

The City of Turlock invites you to submit a bid for the project listed above. The enclosed documents describe the requirements of the project. Bids are required to be complete and for the entire work, materials and improvements unless the contrary is indicated in the specifications.

An optional pre-bid meeting will be held on March 2, 2017, at 10:00 AM, beginning at the public parking lot at the Turlock Regional Water Quality Control Facility located at 901 S. Walnut Road, Turlock, California 95380. The purpose of the meeting is to familiarize the bidder with the project site and conditions.

In accordance with the provisions of the California Business and Professions Code, Section 7028, the Contractor shall possess one of the following contractor license(s) at the time of the bid submission and for the duration of the contract:

1. B – General Building Contractor

OR
2. A – General Engineering Contractor

OR
3. C-51 – Structural Steel Contractor

Failure to possess the specified license(s) shall render the Bid as non-responsive, shall act as a bar to award of the contract to any Bidder not possessing said license(s) at the time of Bid opening and shall result in the forfeiture of the security of said Bidder. Furthermore, 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 Contractor's License Board.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

Bidders' attention is directed to the insurance requirements in the contract. 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 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.

Proposals may not be withdrawn for a period of sixty (60) days after the time fixed for opening of proposals. The City Council of the City of Turlock reserves the right to reject any and all proposals or any part thereof and to waive any errors or informalities in any proposals and to set and act as sole judge of the merit and qualifications of the equipment, supplies or services offered.

At the request and expense of Contractor, pursuant to Division 2, Part 5, Section 22300, et. seq., of the Public Contracts Code, securities equivalent to any funds withheld as retention from progress payments made under this contract may be deposited with the City of Turlock or with a State or Federally chartered bank as escrow agent, who shall pay such moneys to Contractor upon completion of the contract.

No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for public work on a public works unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

The contractor shall post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

This project has been estimated to cost \$45,000 or less, which allows the City of Turlock, in accordance with Public Contract Code § 22032, to suspend formal bidding procedures and solicit informal bids. These bids may lead to a negotiated contract.

Interested bidders shall complete and submit the attached bid form via mail, fax, or email to:

City of Turlock
Engineering Division
Attn: Stephen Fremming
156 S. Broadway, Suite 150
Turlock, CA 95380
Phone: (209) 668-5417
Fax: (209) 668-5563
Email: sfremming@turlock.ca.us

Bid submission deadline: (March 9, 2017) @ (11:00 AM). No bids will be accepted after this time.

PROPOSAL

City Project No. 17-25

Column Replacement at Covered Storage Building at Corporation Yard

In accordance with the Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the following unit prices, to wit:

BIDDER'S FORM

PROJECT TITLE: Column Replacement at Covered Storage Building
at Corporation Yard

PROJECT NUMBER: 17-25

OPENING DATE: March 9, 2017

OPENING TIME: 11:00 AM

CONTRACTOR'S NAME: _____

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Column Replacement at Covered Storage Building	LS	1		
Base Bid Subtotal					

BASE BID WRITTEN IN WORDS: _____

BASE BID WRITTEN IN FIGURES: \$ _ _ _ , _ _ _ . _ _

Bidder has examined and carefully studied the Bidding documents and other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged

ADDENDA

No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

BY: _____

CONTRACTOR'S PHONE #:

_____, Contractor's License #_____, Class_____
(Company's Name)

Expires_____. This information is true, is provided as per section 7028.15 of the Business and Professions Code, and is made herein under penalty of perjury.

X _____
(Bidder's Signature) (Date)

If the proposal is accepted and the undersigned shall fail to contract as aforesaid and fail to file with the City insurance certificates as required by said contract, within fourteen (14) days after the bidder has received notice from the City Engineer or his representative of the City of Turlock that the contract has been awarded to bidder and is ready for signature, the City of Turlock may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void.

Also accompanying this proposal is an affidavit of non collusion and questionnaire to general contractors, a statement of proposed sub contractors, if any, the address of mill, shop or office of any sub contractor, and a statement of work to be performed by sub contractors.

The names and addresses of persons interested in the foregoing proposal as principals are as follows:

(**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a partnership,

state true name of firm, also names of all individual co partners composing firm; if bidder or other interested person is an individual, state first and last name in full.)

Licensed in accordance with an act providing for the registration of Contractors,
License No. _____ Expiration Date _____.

DATED: _____, 20 _____

Address: _____

Phone: _____

X _____
Signature of Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officers authorized to sign contracts on behalf of the corporation; if bidder is a co partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co partnership; and, if bidder is an individual, his signature shall be placed above. If a signature is by an agent other than an officer of a corporation or a member of the partnership, a Power of Attorney must be on file with the City Clerk prior to opening or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X_____

Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____ proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(AFFIX SEAL)

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED NAME

SUB-CONTRACTORS
City Project No. 17-25

**Column Replacement at Covered Storage Building
at Corporation Yard**

Primary Contractor:_____

The bidder is required to provide the following information concerning his sub-contractors in accordance with Sections 4100 et. seq., inclusive, of the California Public Contracts Code. Sub-contractors listed below must be properly licensed under the laws of the State of California for the type of work which they are to perform. List all sub-contractors who will furnish work in excess of one-half (1/2) of one percent (1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Do not list alternate sub-contractors for the same work.

IF NO SUBCONTRACTORS WILL FURNISH WORK, THEN WRITE "NONE" BELOW IN THE SPACE PROVIDED.

NAME	LICENSE NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
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AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 17-25

Column Replacement at Covered Storage Building at Corporation Yard

THIS AGREEMENT is entered into by and between the CITY OF TURLOCK, a Municipal Corporation, hereinafter called "City," and _____ hereinafter called "Contractor" on this ____ day of _____, 20__ (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On _____, 20__, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:

Contractor shall perform the work described briefly as follows:

Provide temporary support and bracing of a 2,400 square foot covered metal storage building at the City of Turlock Corporation Yard in order to remove a corner column and foundation damaged by vehicle impact and replace the column and foundation with like materials. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the drawings, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

The complete contract consists of the following documents: This agreement, the notice to contractors, the contractor's accepted proposal, general conditions, special provisions, drawings, addendums, faithful performance bond, labor and materials bond, and any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner. The current edition of the "City of Turlock Standard Specifications and Drawings" is hereby incorporated as a part of the contract.

All rights and obligations of City and Contractor are set forth and described in the contract.

All of the above named documents are intended to incorporate the terms of the others so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "contract". In case of any dispute, the decision of the City Engineer shall be final.

3. Schedule:

All work shall be performed in accordance with the schedule approved by the City Engineer and under his direction.

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 17-25, "Column Replacement at Covered Storage Building at Corporation Yard."**

The equipment, apparatus, facilities, labor and material shall be furnished, and said work performed and completed as required in said plans and specifications under the direction and supervision, and subject to the approval of the City Engineer of said City, or City Engineer's designated agent.

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed _____ **and XX/100ths Dollars (\$_____).** Said amount shall be paid in installments as hereinafter provided.

6. Time For Performance:

The "Notice to Proceed" shall be issued upon execution of the agreement and receipt of all required insurance and bond documentation and shall specify August 15th as the first working day of the Contract. The work on this project, including all punch list items, shall be completed on or before the expiration of **Fifteen (15)** working days.

7. Rights Of City To Increase Working Days:

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct from the final payment for the work the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to Contractor, and which accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates shall not be included in such charges; provided, however, that no extension of time for completion of such work shall ever be allowed unless requested by Contractor at least twenty (20) calendar days prior to the time herein fixed for the completion thereof, in writing, with the City Engineer. In this connection, it is understood that the City Engineer shall not consider any such requests if not filed within the time herein prescribed.

8. Option Of City To Terminate Agreement In Event Of Failure To Complete Work:

If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified or any extensions thereof, or shall have failed to complete said work within such time if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this agreement, the City Engineer or the City Council may give written notice to Contractor and Contractor's sureties of its intention to terminate this agreement, and unless within five (5) days after the serving of such notice such violation shall cease and satisfactory arrangements for the correction thereof made, this agreement may, at the option of City, upon the expiration of said time, cease and terminate.

9. Liquidated Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Three Hundred and no/100ths Dollars (\$300.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the

Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

Not required for this project.

11. Disputes Pertaining To Payment For Work:

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive.

12. Permits, Compliance With Law:

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in the Special Provisions Section 1.

13. Superintendence By Contractor:

Contractor shall give personal superintendence to the work on said improvement or have a competent foreman or superintendent satisfactory to the City Engineer on the work at all times during progress, with authority to act for him.

14. Inspection By City:

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

15. Extra And/Or Additional Work And Changes:

Should City at any time during the progress of said work request any alterations, deviations, additions, or omissions from said specifications or plans or other contract documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of said contract price as the case may be, by fair and reasonable valuation. Request for such change must be made in writing signed by the City Engineer, shall be accompanied by plans and specifications for such purpose, shall be accepted in writing by Contractor and Contractor's surety.

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

16. Change Of Contract Price:

The contract price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract price will be determined in the City's sole discretion as follows:

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.05, "Changes and Extra Work", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described above in either 16 (a) or 16 (b), the change order will be determined on the basis of force account in accordance with the provisions below.

FORCE ACCOUNT

For work paid by force account, the Engineer compares the City's records to the Contractor's daily force account work report. When the Engineer and the Contractor agree on the contents of the daily force account work reports, the Engineer accepts the report and the City pays for the work. If the records differ, the City pays for the work based only on the information shown on the City's records.

If a subcontractor performs work at force account, accept an additional 2 percent markup to the total cost of that work paid at force account, including markups specified as below, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the City excludes the Contractors cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 5 percent markup. Force account labor payment consists of:

- 1. Employer payment to the worker for:
 - 1.1. Basic hourly wage
 - 1.2. Health and welfare
 - 1.3. Pension
 - 1.4. Vacation

- 1.5. Training
- 1.6. Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1. Workers' compensation insurance
 - 2.2. Social security
 - 2.3. Medicare
 - 2.4. Federal unemployment insurance
 - 2.5. State unemployment insurance
 - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 5 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

Materials

Material payment is full compensation for materials the Contractor furnishes and uses in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 5 percent markup is added
2. Supplier discounts are subtracted whether the Contractor takes them or not
3. If the Engineer believes the material purchase prices are excessive, the City pays the lowest current wholesale price for a similar material quantity
4. If the Contractor procured the materials from a source the Contractor wholly or partially own, the determined cost is based on the lower of the:
 - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
 - 4.2. Current wholesale price for those materials
5. If the Contractor does not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1. During that period
 - 5.2. In the quantities used

Equipment Rental

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 5 percent markup.

If the Contractor wants to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If the Contractor uses the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership; but the City uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business the Contractor does not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. The Contractor may submit cost information that helps the Engineer establish the rental rate; but the City uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business the Contractor does not own.
 - 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

- | | |
|---|----------------------------|
| 1. Fuel | 7. Repairs and maintenance |
| 2. Oil | 8. Depreciation |
| 3. Lubrication | 9. Storage |
| 4. Supplies | 10. Insurance |
| 5. Small tools that are not consumed by use | 11. Incidentals |
| 6. Necessary attachments | |

The City pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

The Engineer may authorize rates in excess of those in the *Labor Surcharge and Equipment Rental Rates* if:

1. The Contractor submits a request to use rented equipment
2. Equipment is not available from the Contractors normal sources or from one of the Contractors subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The Engineer authorizes the equipment source and the rental rate before the Contractor uses the equipment

Equipment on the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

Equipment Not On the Job Site Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original-Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the City rounds up hours operated to the nearest 1/2-hour increment and pays based on the hours shown the following table. The table does not apply when equipment is not operated due to breakdowns, in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours	
Hours operated	Hours paid
0.0	4.00
0.5	4.25

1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

Equipment Not On the Job Site Not Required for Original-Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original-Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

The above markups shall constitute full compensation for all home office overhead, field office overhead, bond costs, profit, labor liability insurance, and other fixed or administrative costs that are not costs specifically designated as cost or equipment rental as stated above. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 5-1.13, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change Of Contract Time:

The contract time may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the contract time will be determined as follows:

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
 - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or
 - b. where the delay is caused by actions beyond the control of Contractor; or
 - c. where the delay is caused by actions or failure to act by Engineer.

Contractor shall not be entitled to an adjustment in contract time for delays within the control of Contractor. Delays resulting from and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

18. Inspection And Testing Of Materials:

Contractor shall notify City a sufficient time in advance of the manufacture of production materials to be supplied by Contractor under this contract in order that City may arrange for mill or factory inspection and testing of same.

Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and inspection will not be required shall not be incorporated on the job of said improvement. Contractor shall also furnish City, in triplicate, certified copies of all factory and mill test reports upon request.

19. Permits And Care Of The Work:

Contractor has examined the site of the work and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of this agreement. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

20. Other Contracts:

City may award other contracts for additional work, and Contractor shall fully cooperate with such other Contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by the City Engineer. Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

21. Payments To Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. Contract Security:

Not required for this project.

23. Hold-Harmless Agreement And Contractor's Insurance:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of 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 City.

24. Contractor's Insurance:

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of this Agreement 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 Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with additional insured endorsements (form CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.
 - (2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
 - (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - (4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
- (b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:
- (1) General Liability (including operations, products and completed operations): \$1,000,000 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 this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
 - (3) Workers' Compensation: As statutorily required by the State of California.
 - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - (5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.
- (c) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.
- (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.
- (f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

25. Proof Of Carriage Of Insurance:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

26. Wages & Hours Of Employment:

In the performance of this contract, eight (8) hours shall be the maximum hours of labor on any calendar day, and the minimum wages of compensation of persons performing labor in the execution of this agreement shall be the current prevailing scale of wages determined by the Director of the Department of Industrial Relations for the community.

The Contractor shall forfeit as penalty to the City, Twenty-five and no/100ths Dollars (\$25.00) to be paid to the City of Turlock for each workman employed in the execution of this agreement by him or by any subcontractor, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours, in violation of provisions of Article 3, Chapter 1, Part 7, a Division 2, of the Labor Code of the State of California, and all amendments thereto.

27. Emergency - Additional Time For Performance - Procurement Of Materials:

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

- (a) City may, pursuant to resolution of the Council, grant Contractor additional time for the performance of this agreement, sufficient to compensate in time, for delay or suspension.

To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify City Engineer in writing thereof, and give specific reasons therefore; City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with other provisions of this agreement.

Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All

reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

- (b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize this obligation; or
- (c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

If this agreement is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the agreement may have been suspended, as herein above provided, City Council may further suspend this agreement, or either party hereto may, without incurring any liability, elect to declare this agreement terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the agreement rate for such portion of the agreement as may have been performed, or

- (d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council. Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

In the event of the termination provided in this sub-paragraph (d), none of the covenants, conditions or provisions hereof shall apply to the work not performed, and City shall be liable to Contractor for the proportionate compensation last herein mentioned.

28. Provisions Cumulative:

The provisions of this agreement are cumulative, and in addition to and not in limitation of, any other rights or remedies available to City.

29. Taxes:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of \$500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of \$500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at <http://www.boe.ca.gov/sutax/sutprograms.htm>

30. Notices:

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

**City of Turlock
City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5454**

Notices required to be given to Contractor shall be addressed as follows:

Notices required to be given sureties of Contractor shall be addressed as follows:

31. CITY CONTRACT ADMINISTRATOR:

The City's contract administrator and contact person for this Agreement is:

Stephen Fremming
Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5417
E-mail: sfremming@turlock.ca.us

32. Interpretation:

As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

33. Antitrust Claims:

The Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest to any causes of action under Section Four of the Clayton Act and the Cartwright Act concerning antitrust claims.

34. USE OF CITY PROJECT NUMBER:

The Contractor or subcontractor agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that involve City staff or contracted consultants. Nothing in this section shall preclude the Contractor or subcontractor from using their own project numbers for their own internal use.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 18 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

CONTRACTOR

By: _____

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or Social Security No:

Attach Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____

Michael G. Pitcock, P.E.,
Development Services Director / City
Engineer

APPROVED AS TO FORM:

By: _____

Phaedra A. Norton, City Attorney

ATTEST:

By: _____

Jennifer Land, City Clerk

SPECIAL PROVISIONS

SECTION 1 SPECIFICATIONS AND PLANS

1.01 SPECIFICATIONS:

The work described herein shall be done in accordance with the current City of Turlock Standard Specifications.

The Contract Documents are complementary; what is required by one is as binding as if required by all.

It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to City.

Clarifications and interpretations of the Contract Documents shall be issued by Engineer.

In case of conflict or discrepancy between any of the Contract Documents, the order of documents listed below shall be the order of precedence, with the first item listed having the highest precedence.

1. Contract Change Order (Modifications or changes last in time are first in precedence).
2. Addenda to Contract Agreement
3. Contract Agreement
4. Permits
5. Special Provisions
6. Notice Inviting Bids and Instructions to Bidders
7. Project Drawings
8. City of Turlock Standard Specifications
9. City of Turlock Standard Drawings

With regards to discrepancies or conflicts between written dimensions given on drawings and the scaled measurements, the written dimensions shall govern.

With regards to discrepancies or conflicts between large-scale drawings and small-scale drawings, the larger scale shall govern.

With regards to discrepancies or conflicts between detailed drawings and referenced standard drawings or plans, the detailed drawings shall govern.

In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the special provisions, or the plans, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary and shall conform to them as part of the contract. All responses from the Engineer shall also be in writing. In the event of any doubt or question arising respecting the true meaning of these specifications, the special provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

1.02 CONTRACTOR'S RESPONSIBILITY:

The Contractor shall examine carefully the site of the work and the plans and specifications therefore. The Contractor shall investigate to their satisfaction as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid, plans and specifications of the contract.

1.03 COMPLETENESS AND ACCURACY OF PLANS AND SPECIFICATIONS:

Pursuant to the California Public Contract Code, the bidder is required to review architectural or engineering plans and specifications prior to submission of a bid, and report any errors and omissions noted by Contractor to the architect, engineer or owner five days prior to the bid opening date.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL:

The bidder's attention is directed to the provisions in Proposal for this bid for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance. Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 EXISTING UTILITIES, FACILITIES, AND SITE CONDITIONS:

Contractor shall examine carefully the site of the work. It is assumed that Contractor has investigated and is satisfied as to the conditions to be encountered as to the character, quality and quantities of work to be performed.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL:

The Contractor's attention is directed to the provisions in the Contract for the requirements and conditions concerning award and execution of contract.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance, to the City so that it is received within 10 working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Attention: Yolanda Gardini
City of Turlock, Engineering Division
156 S Broadway, Suite 150
Turlock, CA 95380

SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4.01 GENERAL:

Attention is directed to Section 6, "Time For Performance" of the Contract.

At no time shall construction begin prior to the date included on the Notice to Proceed.

The Contractor shall follow the sequence of construction and progress of work as specified in Section "Order of Work," of these Special Provisions.

Should the Contractor desire to work on a Saturday, Sunday or Legal Holiday as defined in Section "Working Hours," of these Special Provisions, the Contractor shall seek approval from the City's contract administrator, and if approved, shall reimburse the City of Turlock the actual cost of engineering, inspection, testing, superintendent, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

Attention is directed to Section 9 "Liquidated Damages" of the Contract.

A pre-construction meeting will be held between Contractor and City prior to the beginning of construction. The exact time and place of this conference will be determined by City after award of the construction contract.

At Contractor's request, City shall furnish five (5) hard copies of the Contract Documents. Contractor may produce additional copies as needed at Contractor's expense.

4.02 ACCESS TO SITE:

The job site is located within the City of Turlock Corporation Yard, located at 701 S. Walnut Road, Turlock, CA 95380. The Corporation Yard is a secured site with an access control gate in place. The Potential bidders desiring to visit the site before submitting a proposal must either attend the pre-bid meeting or set up a separate time to visit the site with City personnel. The awarded contractor will receive a temporary access card at the pre-construction meeting to gain access to the site located at the City of Turlock Corporation Yard, 701 S. Walnut Road, Turlock, CA 95380.

SECTION 5 GENERAL

5.01 LABOR NONDISCRIMINATION:

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7 1.01A(4), "Labor Nondiscrimination," of the Caltrans Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5.02 PREVAILING WAGE:

Attention is directed to Section 7-1.02K "Labor Code," of the Caltrans Standard Specifications.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county Stanislaus in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at 156 S. Broadway St, Turlock, CA 95380 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

5.03 HAZARDOUS MATERIALS:

There are no known hazardous materials at the project site.

5.04 SUBCONTRACTING:

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City may exercise the remedies provided under Pub Cont Code § 4110. The City may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

At the pre-construction meeting, prior to starting work, Contractor shall submit a complete listing of subcontractors and the value of the work each subcontractor will perform.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

5.05 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement 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 prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS::

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime 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 work by the agency. 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 agency's prior written approval. Any violation of this provision shall subject the violating prime 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 prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5.07 PAYMENTS:

Attention is directed to Section 19, "Payments to Contractor," of the Contract.

At the end of each month the Contractor shall submit a proposed progress invoice. The invoice shall delineate each bid item, the amount of work performed for the invoice period (previous month) and the total amount of work performed to date. A sample invoice with all of the required items will be given to the Contractor at the pre-construction meeting.

The Engineer will review the progress invoice and after any changes the Engineer makes, will issue an official invoice for the Contractor to sign. The Contractor shall sign the official invoice and return to the Engineer. After the Engineer receives the signed, official invoice, the progress payment will be processed.

Retention in the amount of 5% of the progress payment amount shall be held from all progress payments. Retention will be released 35 days after the Notice of Completion has been filed, insofar as no stop notices were filed.

5.08 GUARANTY:

Attention is directed to Section 9-4, "Guaranty," of the City of Turlock Standard Specifications.

5.09 WORKING HOURS:

Contractor's working hours shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding legal holidays. Deviations may be granted on a case by case basis.

Contractor shall notify Engineer 48 hours prior to beginning work.

Contractor shall not work outside the above-mentioned working hours without prior written consent of Engineer.

Designated legal holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, the day after Thanksgiving, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

5.10 PRESERVATION OF PROPERTY:

The work performed in connection with various existing facilities shall be in accordance with Section 7-01.05, "Preservation of Property," of the Standard Specifications and these special provisions.

Due care shall be exercised to avoid injury or damage to existing improvements or facilities, utility facilities, adjacent property, and roadside trees, shrubs and other plants that are to remain in place.

Roadside trees, shrubs and other plants that are not to be removed and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, sprinkler systems above or below ground, all roadway facilities, and any other

improvements or facilities within or adjacent to the right-of-way shall be protected from injury or damage, and if ordered by Engineer, Contractor shall provide and install suitable safeguards, approved by Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of Contractor's operations they shall be replaced or restored at Contractor's expense. The facilities shall be replaced or restored to a condition as good or better as when Contractor entered upon the work, or as good as required by the specifications accompanying the contract, if any such objects are a part of the work being performed under the contract. Engineer may make or cause to be made such temporary repairs as necessary to restore to service any damaged facility. The cost of such repairs shall be borne by Contractor and may be deducted from any moneys due or to become due to Contractor under the contract.

Full compensation for furnishing all labor materials, tools, equipment, and incidentals, and for doing all the work involved in protecting or repairing property as specified above, shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5.11 SUBMITTALS:

General submittals shall be made in accordance with Section 5.25, "Internet Based Construction Management System," of these special provisions.

Submittals shall receive one of four review actions:

- No Exceptions Taken – The submittal is approved without comments.
- Supply as Noted – The submittal is approved, provided that the Contractor addresses the included comments.
- Rejected – The submitted product cannot meet project requirements and is rejected. Contractor shall provide a separate product that meets project requirements as a resubmittal.
- Resubmit – The information provided with the submittal does not meet project requirements, however, Architect has commented on some missing items that, if provided, may meet project requirements. Contractor shall resubmit the same product and provide additional information per the Architect's comments.

Before making submittals, Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved outline of construction activity. Each submittal shall clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All Submittals shall be made to Engineer by Contractor, including those generated by subcontractors and suppliers. Contractor shall carefully review all subcontractor and supplier submittals before submitting to Engineer for review. Submittals received from sources other than Contractor's office shall be returned without action. If a submittal contains extraneous information, unmarked options or is incomplete, it will be returned to Contractor for correction and require re-submittal.

Submittals will be processed by Engineer within three (3) working days after receipt from Contractor. Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by Engineer shall not relieve Contractor or any subcontractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by Engineer, Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been favorably reviewed by Engineer.

Each submittal shall contain, at a minimum, the following information:

1. Title page including the following information:

- Project Number and Name.
- Name of Contractor.
- Name of subcontractor (if applicable).
- Description of item.
- Item Number on Bid Schedule.
- Date of Submittal.

2. Submittals that involve engineering computations or original design work shall show the name, the California State registration number, seal, and signature of the Professional Engineer certifying that such computations or design work are correct and in conformance with applicable standards, codes and accepted engineering practices.

3. For product samples, Contractor shall submit two (2) representative samples, one of which may be retained for the duration of the project or indefinitely at the discretion of Engineer. Although a reasonable attempt will be made to maintain the samples in good condition, neither City nor its representative will be responsible for the condition of the samples if returned to Contractor.

4. For material samples, unless a specific quantity is called for in the contract documents, Contractor shall submit a representative sample of the material, which may be retained for the duration of the project or indefinitely at the discretion of Engineer.

5. Certificates of compliance shall be submitted by Contractor to Engineer for those materials and products for which no sample and test results are specified. Certificates of compliance shall include the following information:

6. Statement that the product complies with the respective contract specifications.

7. Producer's name and address, product trade name and catalog number (if applicable), place of product origin, quantity of product to be furnished, and related contract plans and specification section numbers.

8. A certified copy of test results pertaining to the product from a certified independent testing laboratory. At the option of Engineer certified test results shall be signed and sealed by a Professional Engineer licensed to practice in the state of California.

9. Material Safety Data Sheets (MSDS) for all materials used or stored on the site that possess a MSDS, including materials used by Contractor for maintenance of equipment.

If a physical copy or sample is required by the Engineer, Contractor shall deliver four (4) copies of each submittal to Engineer. Most submittals can be submitted electronically as identified in Section 5.25 of these Special Provisions.

5.12 NOTICE OF POTENTIAL CLAIM:

Attention is directed to Section 5-1.43 "Potential Claims and Dispute Resolution," of the Caltrans Standard Specifications.

5.13 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:

The City utilizes internet based construction management software, Virtual Project Manager, to collaborate on construction documentation with general contractors. Due to the small project size, this is an optional resource that the contractor may elect to use, though it is not required.

General

The Engineer and Contractor may utilize Virtual Project Manager (<http://www.virtual-pm.com/>), herein after called VPM, for submission of all data and documents (unless specified otherwise in this Section) throughout the duration of the Contract. VPM is an electronic project management system accessible through the Internet used to create, share, and review construction management documentation. VPM is provided by the Engineer at no cost to the Contractor. VPM will be made available to all Contractors' personnel, subcontractor personnel, suppliers, consultants, Engineer, and any of Engineer's representatives or agents. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of contract documentation. VPM shall be the primary means of project information submission and management.

The Engineer will establish the Contractor's access to VPM by enabling access and assigning user profiles to Contractor personnel, including subcontractors and suppliers, as requested by Contractor. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need within VPM. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on VPM shall be the responsibility of the Contractor.

The Contractor shall use computer hardware and software that meets the requirements of the VPM system. As recommendations are modified by VPM, the Contractor will upgrade their system(s) to meet or exceed the recommendations. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The Contractor shall ensure its own connectivity to VPM through their internet service provider.

The Contractor shall be responsible for the validity of the information they place in VPM, for the training of their personnel to understand and utilize VPM, as well as the provision and accessibility of adequate resources to connect with VPM. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, and the Portable Document Format (PDF) document type. The Contractor shall utilize the existing forms in VPM to the maximum extent possible. If a form does not exist in VPM the Contractor must include their own form or a form provided by the Engineer as an attachment to a submittal, RFI, or other document within VPM. Note that only the following file types are accepted as attachments to documents within VPM: PDF files, Microsoft Word (DOC) files, Microsoft Excel (XLS) files, picture files (JPG, TIFF, BMP, JPEG, etc.). PDF documents will be created through electronic conversion prior to uploading, such as through a “print to file” feature or “save as pdf” feature, rather than optically scanned whenever possible.

Contractor shall provide a list of key VPM personnel for the Engineer’s acceptance. The list shall include the following information: first name, last name, address, title, office phone number, cell phone number, and email address. The Engineer is responsible for adding and removing users from the system and establishing read, write, and approval permission levels.

Company Documents

This area is reserved for general documentation not related to a specific project. Only the Engineer shall post content in this area. Examples of content found in this area are: the City of Turlock Standard Specifications and Drawings, the 2010 Caltrans Standard Specifications, and the 2010 Caltrans Standard Plans. All files are in PDF format.

Project Summary

The project summary tab provides an overall summary of the project. It includes the current weather, the working days remaining and a summary of work for the past week. The summary of work is generated from the City’s project inspector and the daily logs. This tab is for information only and the Contractor shall not take any action here.

Task Manager

Not used.

Change Order Manager

The change order manager tab shall be used to track project change orders. Any potential change orders shall be tracked as a Request for Information (RFI) in the RFI tab. Once the Engineer agrees that a RFI will result in a contract change order, a new contract change order shall be created by the Engineer in the change order manager tab. The Engineer will finalize the contract change order through this tab. Once the change order is finalized, the Engineer will present the contract change order at a City Council meeting. After City Council approval the Engineer will make payment on the contract change order.

Transmittals

The transmittal tab shall be used to communicate general project information amongst all parties as well as used by the Contractor in the submission of certified payroll reports. The

Engineer will upload the project-specific information including: bid documents, conformed plans, conformed specifications and the Notice to Proceed to the transmittal tab.

The Contractor shall submit certified payroll reports on a weekly basis through the transmittal tab. Each week shall have a separate transmittal where all the certified payroll reports and statements of non-performance for each contractor shall be posted.

Submittals

All submittals shall be submitted through the submittal tab. The preferred document type is PDF.

Before making submittals, the Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved schedule of activities. Each submittal shall be legible and clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All submittals shall be generated from the prime contractor and any submittals that are uploaded by subcontractors or suppliers will not be reviewed. Contractor shall carefully review all subcontractor and suppliers submittals before submitting it to the Engineer for review. If a submittal contains extraneous information, unmarked options or is otherwise incomplete, it will be rejected and the Contractor shall make corrections and upload the resubmittal. Any resubmittal shall be made to the same transmittal item in VPM.

Submittals shall be processed by the Engineer within ten working days after upload to VPM. The Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by the Engineer shall not relieve the Contractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by the Engineer, the Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been approved by the Engineer.

Each submittal shall have a unique title that is comprised of the item followed by a comma and the section of the specifications that reference the item (e.g. Minor Concrete, Section 8.01). The submittal type shall either be project materials or project information. The submittal description shall be used to identify any pertinent information or list a description of the item being submitted.

Certificates of compliance shall be submitted through the submittal tab. The submittal type shall be "certificate of compliance".

The Contractor shall submit progress invoices on the last working day of the month through the transmittal tab (select "progress invoice" for the type). The Engineer will review the submitted content and if found acceptable the Engineer will upload an official invoice for the Contractor to sign. The Contractor shall sign in blue ink and upload the signed invoice to the same transmittal where the Engineer will then process for payment.

RFIs

The RFI tab shall be used to request information from the Contractor to the Engineer. The Contractor shall create a RFI upon recognition of any event or question of fact arising from the contract work. The RFI type for this submittal shall be “Request for Information.” The Engineer will also utilize the RFI tab in a similar manner when there is a question for the Contractor; this RFI type shall be “Response Required.”

The Engineer will respond to a RFI submitted by the Contractor within five (5) working days. The Contractor shall proceed with the work unless otherwise ordered. The Contractor may protest the Engineer’s response by submitting a claim in accordance with Section 5.23 “Notice of Potential Claim” of the special provisions.

If the Engineer states the RFI leads to a change in scope, change in conditions, differing site conditions or extra work; a contract change order will be issued.

Daily Logs

The daily log tab is used by the City to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The Contractor may view the contents of this tab for reference purposes. The information entered into the daily log tab is used to populate the project summary tab.

WSWD

The weekly statement of working days will be posted to the WSWD tab. VPM automatically generates the WSWD from the information entered into the daily log tab. The WSWD shows the working days and non-working days charged for the reporting week, any time adjustments, a work completion date with the remaining working days left in the contract and the controlling activities for the week.

The Contractor will be allowed 15 days from the last working day of the weekly statement to protest in writing the correctness of the statement. The Contractor shall submit a transmittal stating what is being protested and the reasons for protest. The Engineer will respond to the protest. The Contractor may protest the Engineer’s response by submitting a claim in accordance with Section 5.23 “Notice of Potential Claim” of the special provisions.

5.14 PERMITS:

The following permits are required prior to proceeding with physical work at the project site:

1. Encroachment Permit – The Contractor shall obtain an encroachment permit through the Engineering Division. City staff will prepare this permit for the contractor’s signature at the beginning of the project. This is a no-fee permit.
2. Building Permit – The Contractor shall apply for and obtain a building permit for this project.
Information regarding building permits is found at

<http://ci.turlock.ca.us/buildinginturlock/buildingsafety/buildingpermits/>, and by contacting the City of Turlock Building Division at 156 South Broadway, Suite 130, ph. 209-668-5560. The fee for the building permit shall be paid for as a direct transfer from the Engineering Division to the Building Division (no fee to Contractor). Contractor shall plan on one week of review time from the date of application to issuance of the building permit.

5.15 TESTING:

Unless otherwise noted, City of Turlock will supply all acceptance testing. Coordination of said testing is the responsibility of Contractor through the project's inspector. The Contractor shall provide at least 24 hours' notice to the Engineer in advance of needing acceptance testing. If the Contractor request testing and the Contractor is not ready for the testing to occur, the Contractor shall be back charged the cover the cost of the testing firm.

At sites chosen by the project inspector, City's testing laboratory will conduct all tests. Contractor shall supply any necessary equipment and or labor required to obtain all samples for the completion of the testing process.

City of Turlock shall compensate the testing laboratory for all initial tests. Secondary and all other follow-up tests required due to failure of initial testing shall be reimbursed to City of Turlock based on the following schedule:

Water sample test: \$300.00 Per Test

Soil compaction test: \$100.00 Per Test

SECTION 6 (BLANK)

SECTION 7 (BLANK)

SECTION 8 MATERIALS (BLANK)

SECTION 9 (BLANK)

SECTION 10 CONSTRUCTION DETAILS

10.01 PROJECT BACKGROUND:

The covered storage metal building at the City of Turlock Corporation Yard, located at 701 S. Walnut Road, was constructed as an addition to a pre-existing covered storage building. The project was designed as a turnkey project in 1992. The contractor was Jim Fernandez Construction Inc., the designer was Paul Gillespie, registered civil engineer, and the metal building fabricator was Star Building Systems. The City produced a site plan and schematic drawing showing the general dimensions of the building and a proposed concrete footing size for the columns. The actual structural design was accomplished by Paul Gillespie and Star Building Systems. Appendix B of these Special

Provisions include the design that the City advertised in 1992, consisting of a site plan and general design of the building and proposed concrete foundations (See page 1 of Appendix B). Appendix B also includes the structural design details produced by Paul Gillespie and Star Building Systems (pages 2-26 of Appendix B). In 2016, a vehicle struck the southeast corner column of the covered building, causing the column to bend which caused some cracking of the concrete foundation. See Appendix A for current site photos showing the damage and the project site. The scope of this project is: Provide temporary support and bracing of a 2,400 square foot covered metal storage building at the City of Turlock Corporation Yard in order to remove a corner column and foundation damaged by vehicle impact and replace the column and foundation with like materials.

10.02 DESIGN DOCUMENTS:

The existing covered storage building drawings are included as Appendix B to these Special Provisions. The City has added arrows and notes in red text within the project drawings included as Appendix B to indicate the scope of work of City Project No. 17-25, “Column Replacement at Covered Storage Building at Corporation Yard.” Structural design calculations submitted to the Building Division for the existing roof structure are available upon request to the City’s contract administrator, Stephen Fremming, Associate Civil Engineer, ph: 209-668-5417, sfremming@turlock.ca.us.

10.03 SCOPE OF WORK:

The contractor may choose one of the following repair strategies:

1. Remove and replace the entire steel column to the eave strut, provide new bolted connections, and remove and replace the existing concrete pier foundation with like dimensions and construction. The Contractor shall replace the damaged material in like kind as existing materials and to identical dimension. The Contractor is not required to obtain structural engineering design drawings or calculations for this option. All acceptance testing shall be in accordance with Special Provisions section 5.15, “Testing.”
2. Cut out the visibly damaged portion of the column, connect a new section to the existing, remaining column, and remove and replace the existing concrete pier foundation with like dimensions and construction. The contractor is required to submit stamped structural drawings and calculations demonstrating that the new connection meets the current building code for this option. The Contractor shall pay for and obtain the services of a special inspections firm to provide continual inspection of any welding of a new column connection for this option. All other acceptance shall be in accordance with Special Provisions section 5.15, “Testing.”

10.04 REMOVE EXISTING FACILITIES:

Contractor shall sawcut existing asphalt concrete pavement 1’ beyond the limits of the existing concrete footing as shown in the drawings included with Appendix B.

All items designated to be removed on the project drawings shown in Appendix B shall become the property of the Contractor and shall be disposed of by the contractor outside of City property.

10.05 TEMPORARY SHORING:

The Contractor shall provide adequate temporary support as necessary to ensure structural integrity of the covered storage building. Contractor shall provide devices and methods to protect the existing building from damage and persons from injury. Contractor shall provide stamped, engineered drawings of the shoring design to City. City shall not review the shoring design submittal for acceptability, but it will be used for inspection purposes and filed for reference.

10.06 STRUCTURAL STEEL:

GENERAL

Structural steel material shall be new and shall meet minimum requirements as shown in the original project drawings included in Appendix B, and these Special Provisions. Note that these Special Provisions govern per section 1.01, "Specifications" in cases of conflict between the project drawings and the Special Provision.

Structural steel fabricators shall be certified by the American Institute of Steel Construction (AISC). Submit steel fabricator's certification.

Submit shop drawings of members to be fabricated before starting their fabrication. Contractor shall carefully measure the needed structural steel members and submit shop drawings of new steel members proposed to replace existing material. Take measurements necessary for proper fit in the field. Take responsibility for measurements obtained in the field.

Welding shall be performed by workers who have current AWS certificate for the type of welding to be performed. Proof of certification shall be provided to the City prior to the worker performing any welding on the project.

Deliver structural steel free from mill scale, rust, and pitting.

PRODUCTS

Plate, bars, rolled shapes (except W and WT shapes), and miscellaneous structural steel items shall conform to ASTM Standard A 36 and shall be Grade 50. Rolled W and WT shapes shall conform to ASTM Standard A 992.

Furnish threaded fasteners, except high strength bolts, with flat washers, and self-locking nuts, or lock washers and nuts. Bolt heads and nuts shall be hex type and manufactured in the USA. Galvanized fasteners shall be galvanized per ASTM A 153.

Anchor bolts shall be forged steel with straight shaft and integral heavy hex head. Anchor bolts, nuts, and washers shall be Type 316 stainless steel in accordance with ASTM F 593.

High strength bolts, nuts, and hardened flat washers shall be in accordance with ASTM A 325 or ASTM A 490, as indicated on the drawings.

Furnish supplementary parts as required for complete structural steel erection, whether or not such parts are specified or indicated on the drawings.

EXECUTION

Install structural items accurately and securely, true to level, plumb, in correct alignment and grade, with all parts bearing or fitting structure for which intended. Contractor shall take responsibility for correct fitting of all metalwork.

Grind off smooth where weld material interferes with fit or is unsightly.

Place anchor bolts or other anchoring devices accurately and make surfaces that bear against structural items smooth and level.

Make welds full penetration type, unless otherwise indicated on the Drawings. Remove backing bars and weld tabs after completion of weld. Repair defective welds observed after removal of backing bars and weld tabs.

Install bolts to project 2 threads minimum, but ½ inch maximum beyond nut.

Unless otherwise noted, tighten bolts, including anchor bolts and concrete anchors, to the “snug-fit” condition, defined as tightness attained by a few impacts of an impact wrench or the full effort of a man using an ordinary spud wrench. For high strength bolts, adequate tightening shall be attained by means of tension indicator washers placed as indicated in ASTM F 959, Figure 1.

10.07 REINFORCED CONCRETE FOOTING:

GENERAL

Reinforced concrete material shall be new and shall meet the requirements of the City of Turlock Standard Specifications, the minimum requirements shown in the original project drawings included in Appendix B, and these Special Provisions. Note that these Special Provisions govern per section 1.01, “Specifications” in cases of conflict between the project drawings and the Special Provisions.

Submit full details of concrete mix design for review and approval.

PRODUCTS

Provide aggregates that are sound, uniformly graded, and free of deleterious materials.

Concrete shall meet the following specifications:

Compressive strength at 28 days = 4,000 pounds per square inch

Water-cement ratio = 0.40 to 0.45

In place unit weight = 140 pounds per cubic foot (minimum)

Cement weight = 564 to 658 pounds per cubic yard.

Slump range = 2 to 4 inches

EXECUTION

The contractor shall over excavate 12" below the bottom of the proposed concrete footing, compact subgrade to 95% relative compaction, place 12" depth of Class 2 Aggregate Base (see Section 12-5 of the City Standard Specifications), and compact to 95% relative compaction prior to installing forms for the concrete foundation.

Concrete shall be batched at stationary plant and delivered by mixer truck.

Place concrete with aid of acceptable mechanical vibrators. Provide concrete that can be worked around reinforcement without excessive vibration and without permitting materials to segregate or free water to collect on surface.

Do not place concrete until reinforcement is secure and in its correct position. Do not place concrete on ground unless subgrade is in moist condition acceptable to Engineer.

Concrete shall cure a minimum of 7 days before backfilling. Backfill with aggregate base to 95% compaction.

Concrete for the top of footing shall have a smooth steel trowel finish.

10.08 LIGHTING:

The column to be replaced has a flood light attached at the eave with conduit and wire connected to a switch attached near the column's base. See Appendix A for site photos. Contractor shall replace this lamp, conduit, wire, and switch with new material in like kind and construction as the existing. It is not in the scope of work of the project to replace the flood light housing. Contractor shall replace the lamp first, and if the light will not turn on after installing a new lamp, the contractor shall replace the conduit, wire, and switch from the housing to remain to the switch. The conduit, wire, and switch work will be removed from the scope of work as a deductive change order if that work is not necessary to turn the flood light on.

~END OF SPECIAL PROVISIONS~

APPENDIX A – SITE PHOTOS



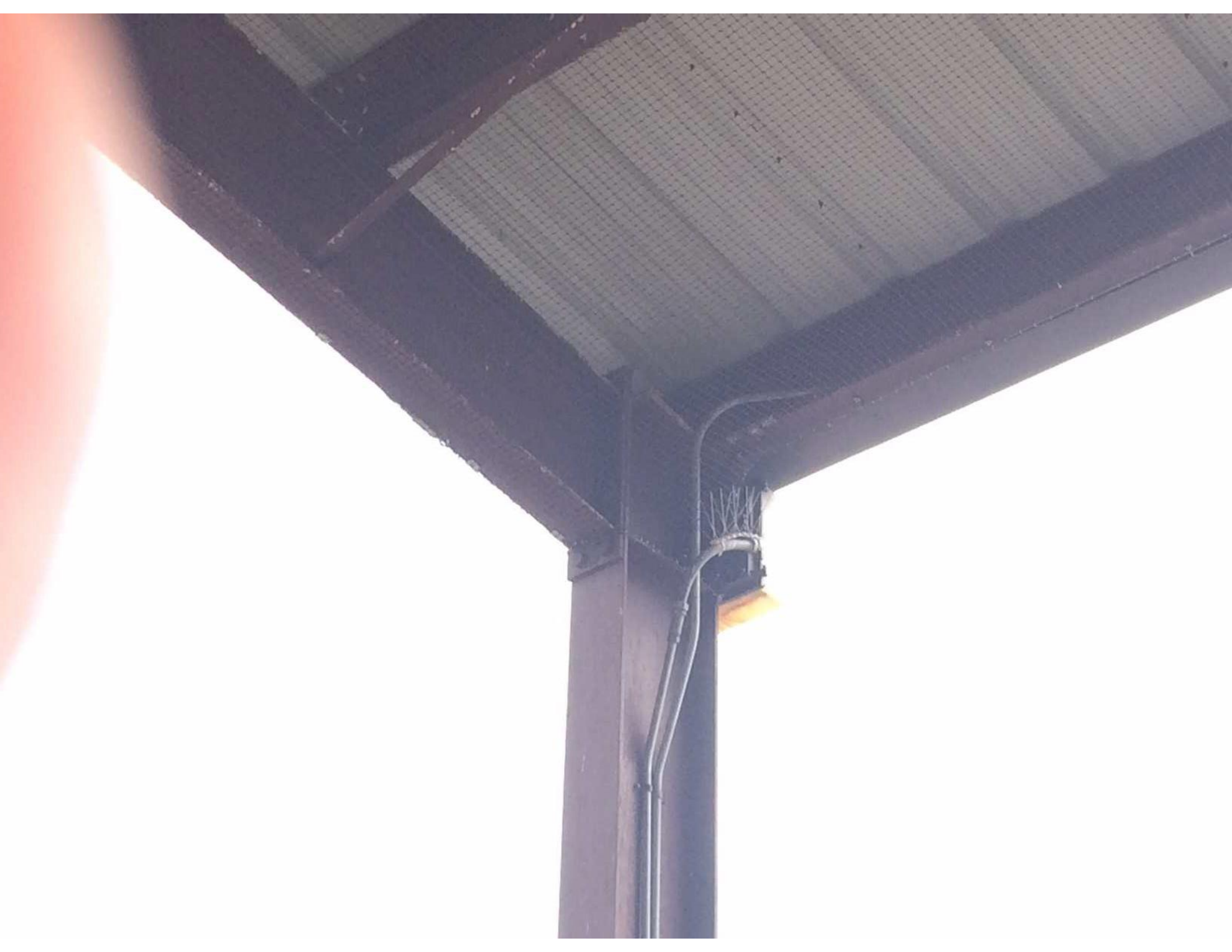








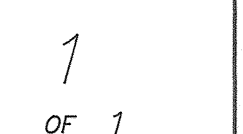


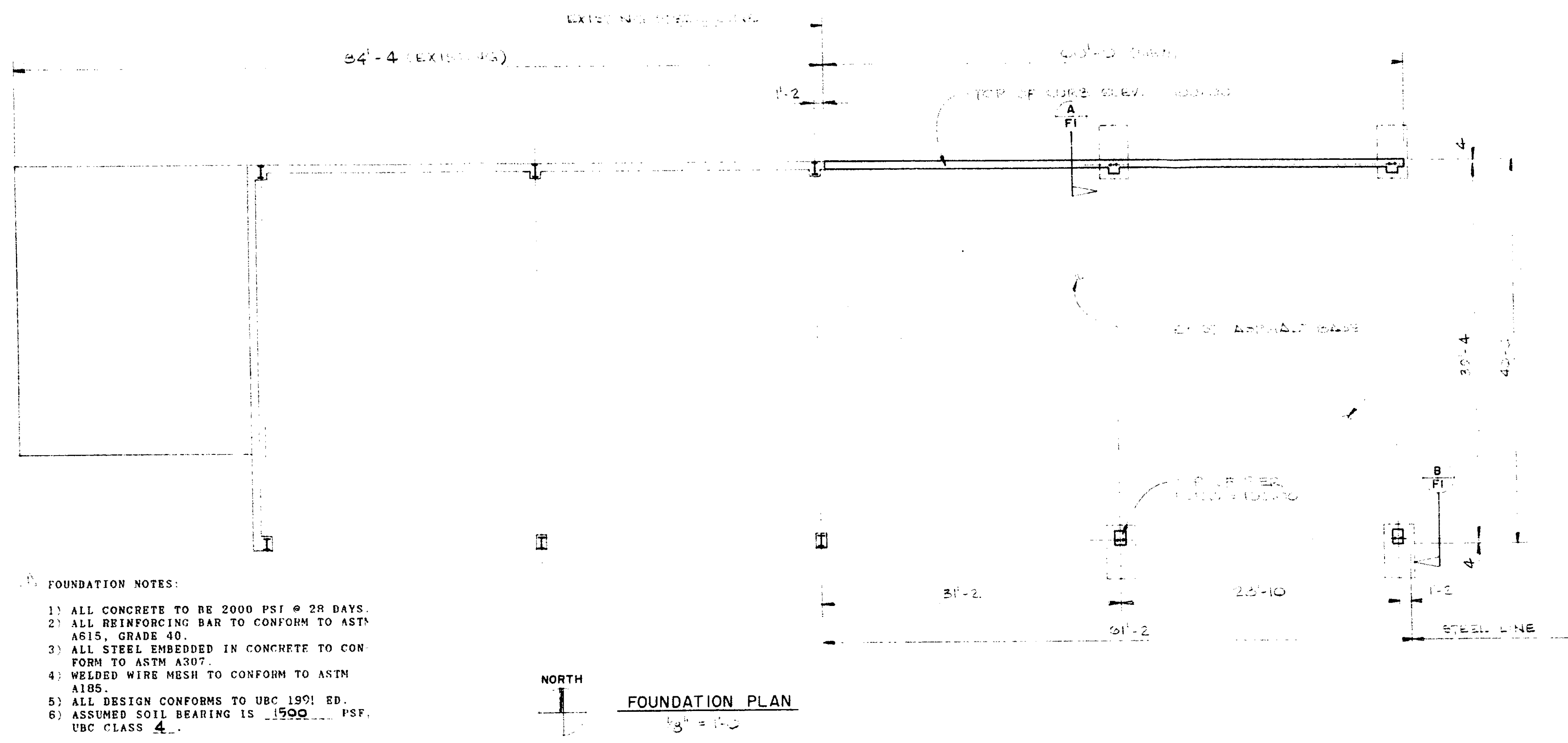




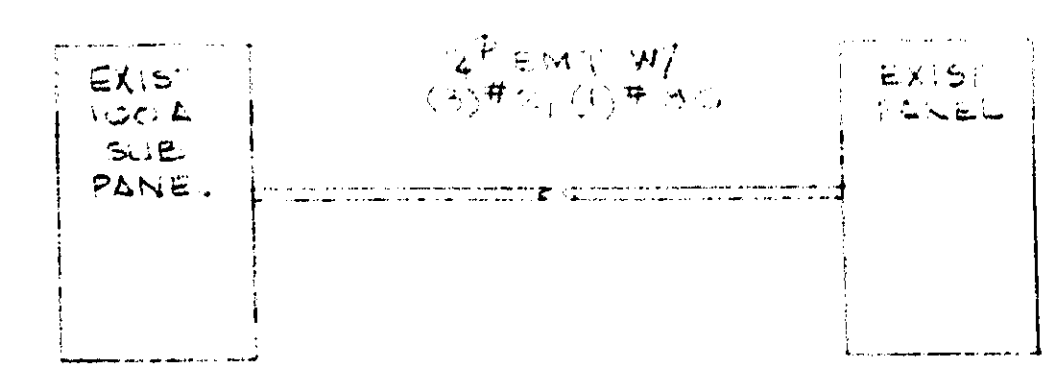
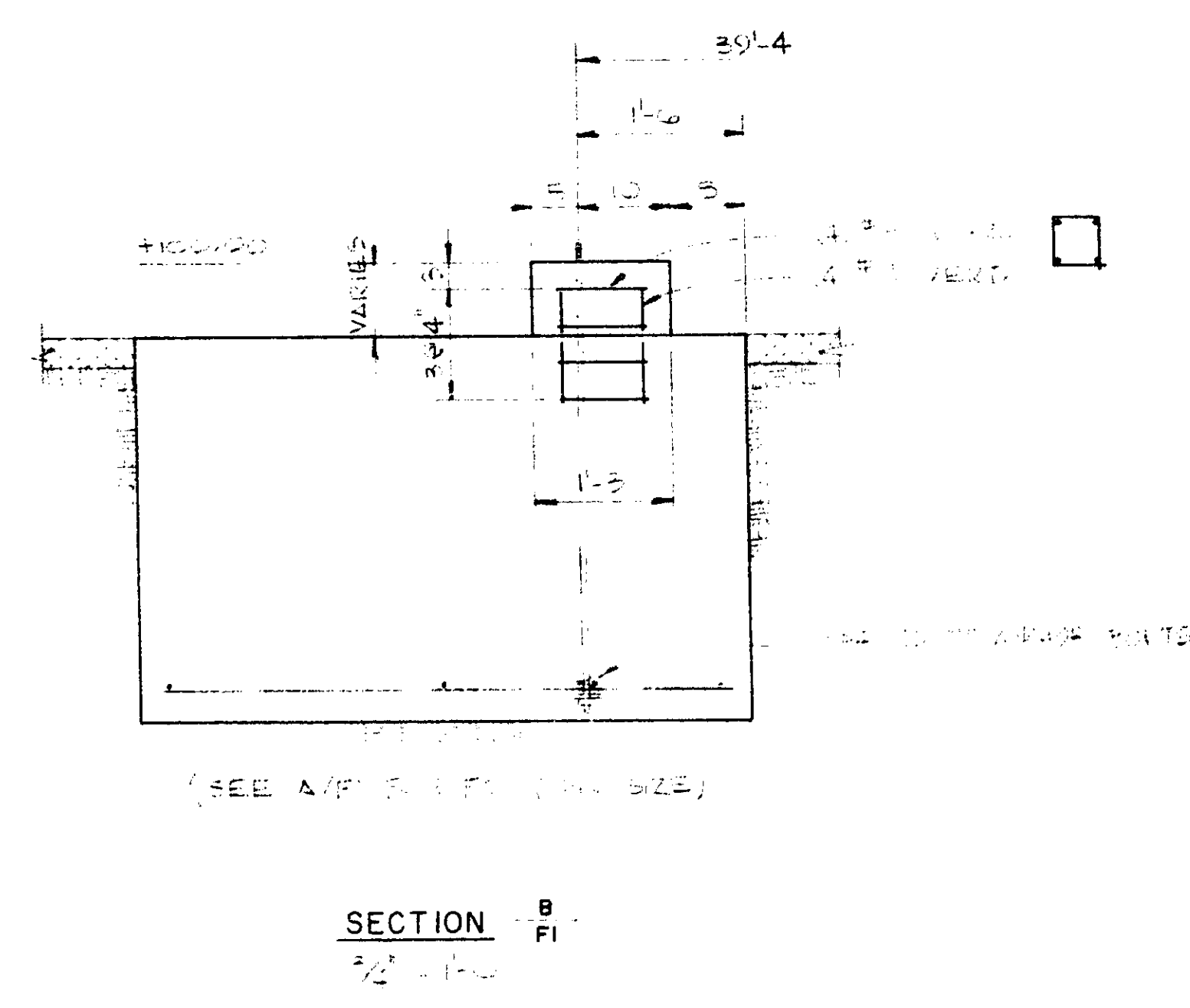
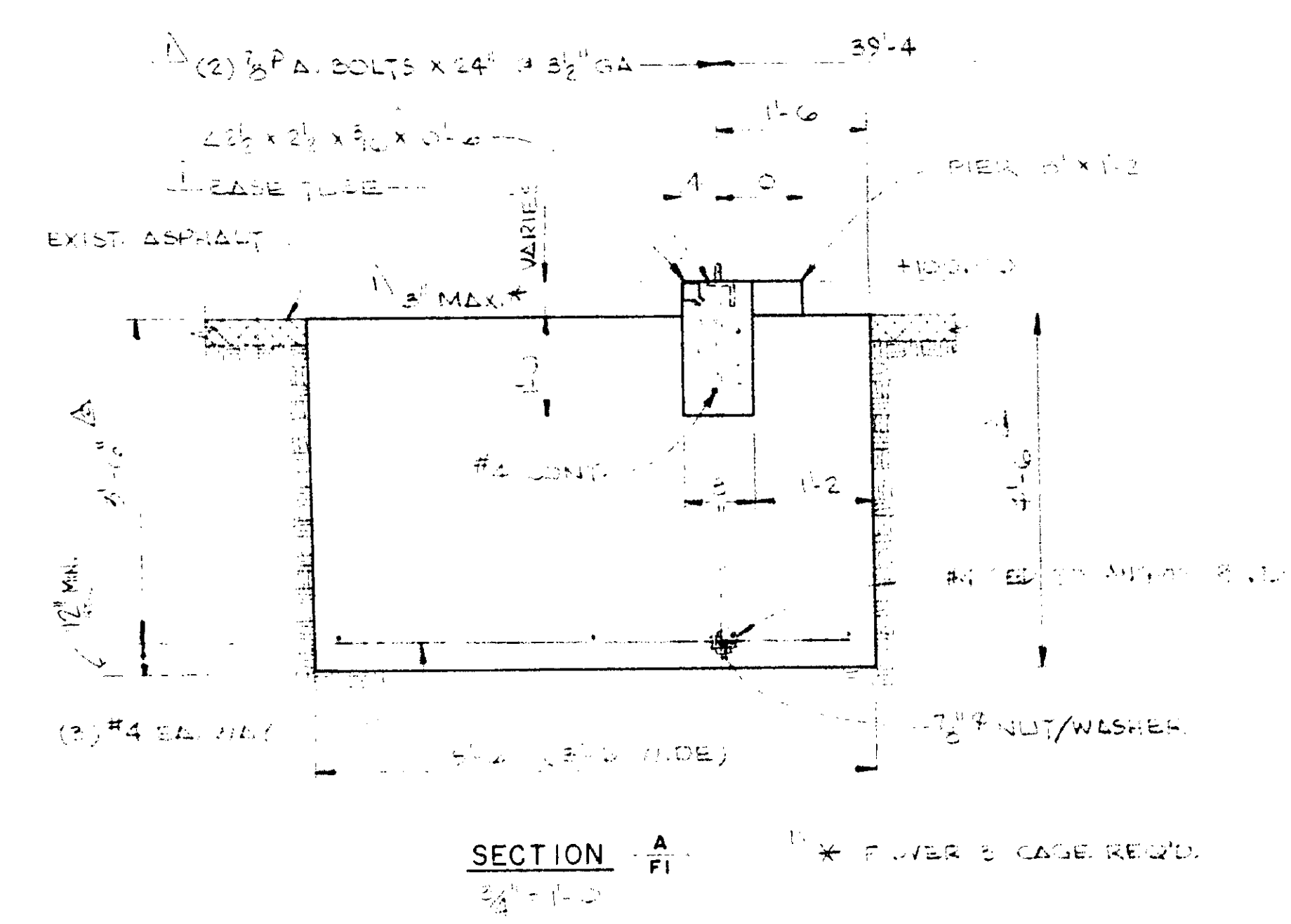


APPENDIX B – PROJECT DRAWINGS





- FOUNDATION NOTES:
- 1) ALL CONCRETE TO BE 2000 PSI @ 28 DAYS.
 - 2) ALL REINFORCING BAR TO CONFORM TO ASTM A615, GRADE 40.
 - 3) ALL STEEL EMBEDDED IN CONCRETE TO CONFORM TO ASTM A307.
 - 4) WELDED WIRE MESH TO CONFORM TO ASTM A185.
 - 5) ALL DESIGN CONFORMS TO UBC 1991 ED.
 - 6) ASSUMED SOIL BEARING IS 1500 PSF, UBC CLASS 4.



SINGLE LINE DIAGRAM

SUB-PANEL

NO.	LOAD	CB	CB	LOAD	NO.
1	LIGHTS (EXIST.)	20/1	20/1	OUTLETS (EXIST.)	2
2	LIGHTS (NEW)	20/1	20/1	OUTLETS (NEW)	4
3	WARE			WARE	6
4					7
5					8
6					9

PANEL LAYOUT

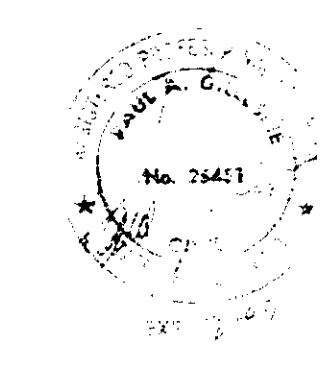
701 S. Walnut
92-843

REVISIONS

NO.	DATE	BY
1	1/11/17	AW

PROJECT 1882
CORPORATION YARD
COVERED STORAGE BLDG.
EXTENSION

Jim Fernandes
Construction, Inc.
4018 S. Fernside
Tulsa, OK 74116
(209)667-2344
CSCL #8 29564



ANNOTATIONS IN RED TEXT ADDED FOR CITY PROJECT NO. 17-25, "COLUMN REPLACEMENT AT COVERED STORAGE BUILDING AT CORPORATION YARD" - DATED FEBRUARY 2017

ba bb bc bd be bf **bg** bh bk bm bn bp bs bt bu bw bz

GENERAL NOTES


- 1) ROOF PANEL 26 GA. DURA-RIB -- SHELL WHITE (5)
- 2) WALL PANEL 26 GA. DURA-RIB -- ASPEN GOLD (54)
- 3) BASE FLASH 26 GA. -- ASPEN GOLD (54)
- 4) EAVE GUTTER 26 GA. -- SLATE BRONZE (57)
- 5) DOWNSPOUTS 26 GA. -- ASPEN GOLD (54)
- 6) ALL OTHER FLASH 26 GA. -- SLATE BRONZE (57)

THIS PROJECT IS FABRICATED AT THE ROBERTSON CECO PLANT IN LOCKEFORD, CA. UNDER ICBOS EVALUATION REPORT NUMBER FA-277. REFER TO "BUILDING STANDARDS, PART II", FABRICATORS OF PREFABRICATED BUILDINGS AND COMPONENTS.

ALL BOLTED CONNECTIONS UNLESS NOTED ARE DESIGNED AS A325N, BEARING TYPE CONNECTIONS WITH BOLT THREADS NOT EXCLUDED FROM THE SHEAR PLANE. PER UBC SECTION 306(A)6.2 INSPECTIONS ~~AND TESTING~~ DURING INSTALLATION WILL ~~NOT~~ BE REQUIRED.

ANCHOR BOLTS ARE SUGGESTED TO HOOK UNDER HORIZONTAL REINFORCEMENT
IN FOUNDATION. UNLESS ALTERNATE DESIGN IS PROVIDED BY A LOCAL ENGINEER.

ANNOTATIONS IN RED TEXT ADDED FOR CITY PROJECT NO. 17-25, "COLUMN REPLACEMENT AT COVERED STORAGE BUILDING AT CORPORATION YARD" - DATED FEBRUARY 2017

REVISIONS			BY	DATE	NOTES	JRN BY DATE JB 8/24/92		STAR BUILDING SYSTEMS a Robertson Ceco company		 JIM FERNANDES CONST. INC. CITY OF TURLOCK TURLOCK, CALIFORNIA		92-1457 E0	
						CHK BY DATE 8/24/92 E0							



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EXPIRATION DATE 12/31/98

CITY OF TURLOCK
Building Inspection Division

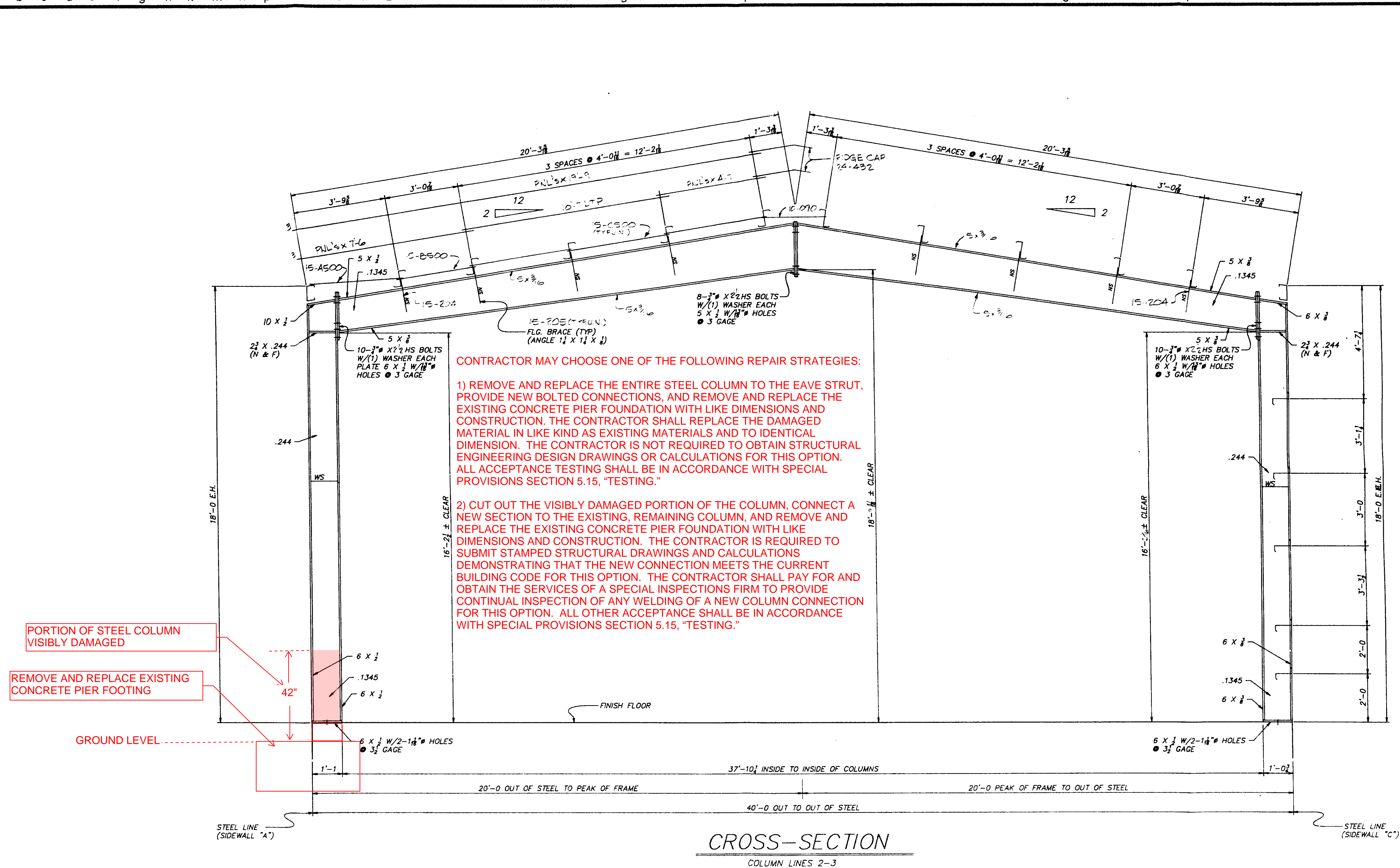
JIM FERNANDES CONST. INC.
CITY OF TURLOCK
TURLOCK, CALIFORNIA

92-1457

EO

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701 S. Walnut
92-843

BOLTING RECOMMENDATIONS
IN ACCORDANCE WITH "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS" THE "TURN-OF-NUT" METHOD OF TIGHTENING IS STANDARD. WHEN REQUESTED BY THE CUSTOMER, "CALIBRATED WRENCH WITH WASHER UNDER THE TURNED ELEMENT" MAY BE UTILIZED.

REVISIONS	BY	DATE	NOTES
1. FINAL DWGS	JB	8/24/92	

STAR BUILDING SYSTEMS



J.M. FERNANDES CONST. INC.
CITY OF TURLOCK
TURLOCK, CALIFORNIA

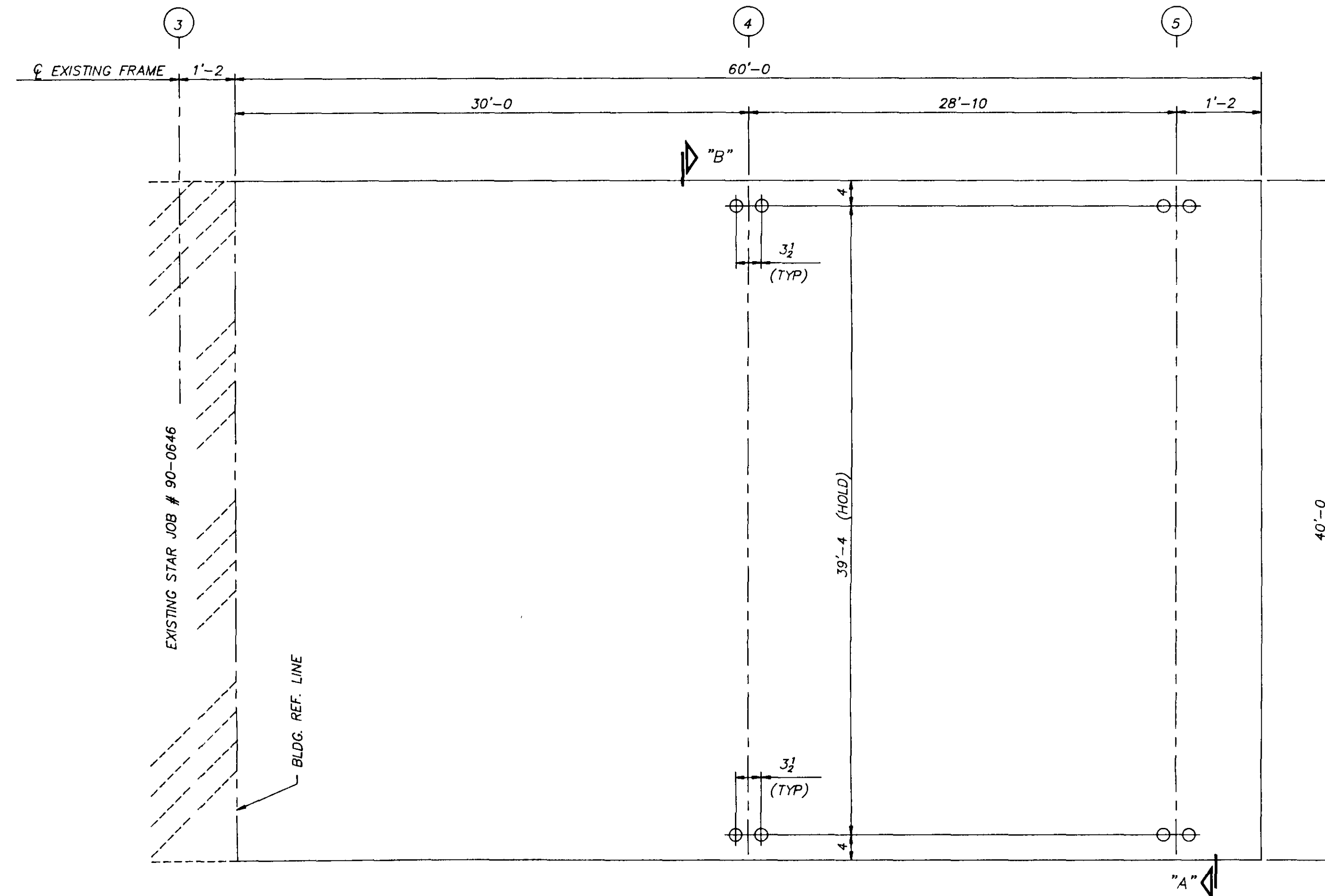
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ANNOTATIONS IN RED TEXT ADDED FOR CITY PROJECT NO. 17-25, "COLUMN REPLACEMENT AT COVERED STORAGE BUILDING AT CORPORATION YARD" - DATED FEBRUARY 2017

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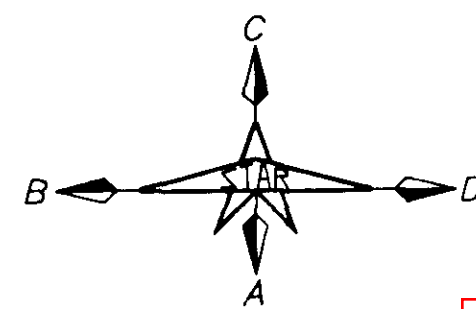
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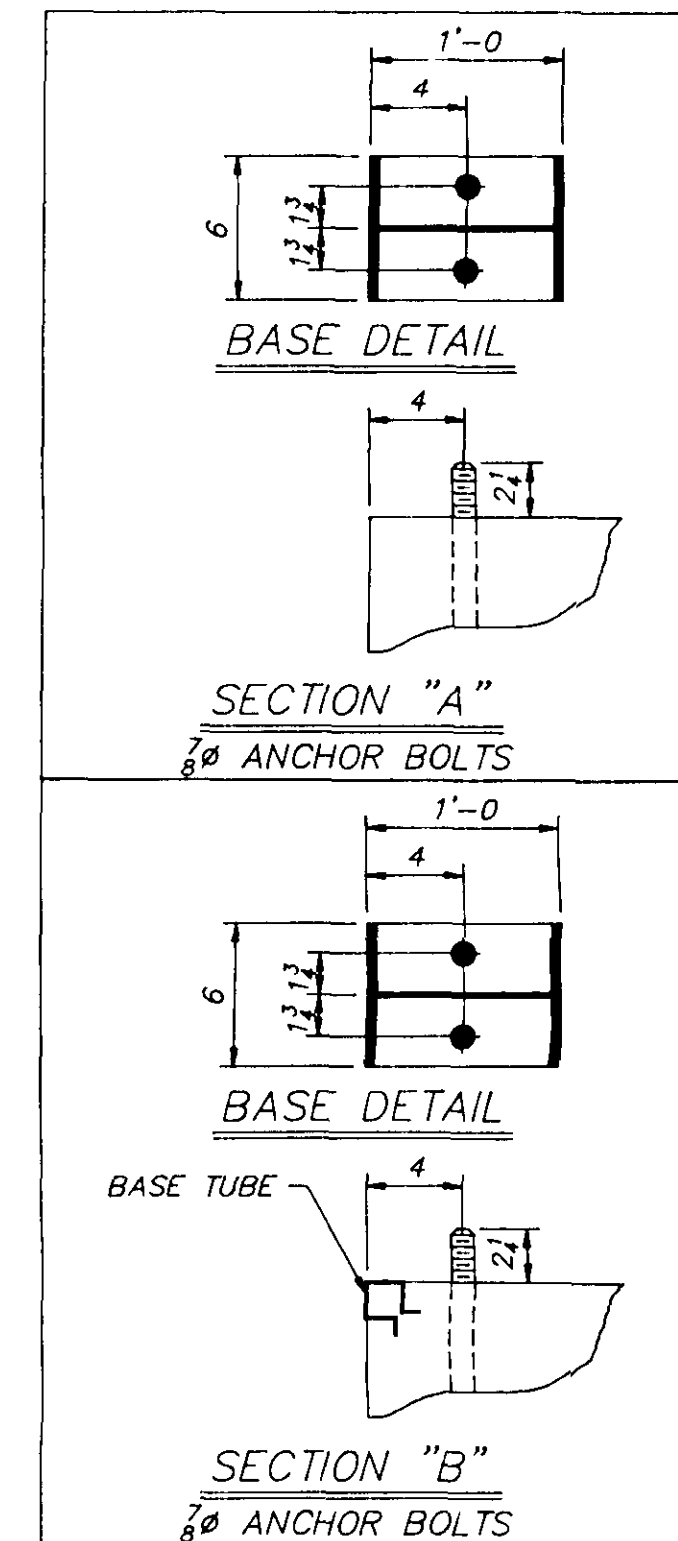
ANCHOR BOLT SETTING PLAN


ANCHOR BOLTS ATTACHMENT

ANCHOR BOLTS ARE SUGGESTED TO HOOK UNDER HORIZONTAL REINFORCEMENT IN FOUNDATION, UNLESS ALTERNATE DESIGN IS PROVIDED BY A LOCAL ENGINEER.



ANNOTATIONS IN RED TEXT ADDED FOR CITY PROJECT NO. 17-25, "COLUMN REPLACEMENT AT COVERED STORAGE BUILDING AT CORPORATION YARD" - DATED FEBRUARY 2017

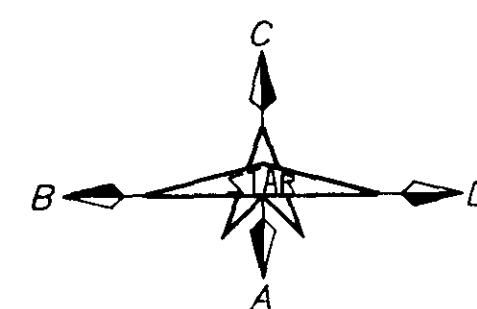


REVISIONS		BY	DATE	NOTES	DESIGNED BY JB 8/24/92	DATE	STAR BUILDING SYSTEMS		JIM FERNANDES CONST. INC.	92-1457
				1. FOUNDATION MUST BE SQUARE AND LEVEL.						
				2. ALL ANCHOR BOLTS MUST BE TRUE IN SIZE, LOCATION AND PROJECTION.						
				3. PROJECTION SHOWN MUST BE HELD TO KEEP THREADS CLEAR OF FINISHED CONCRETE.						
				4. THIS DRAWING IS FOR ANCHOR BOLT PLACEMENT ONLY AND IS NOT A SUBSTITUTE FOR FOUNDATION DESIGN.						
					CHK BY	DATE				
					AND	DATE				

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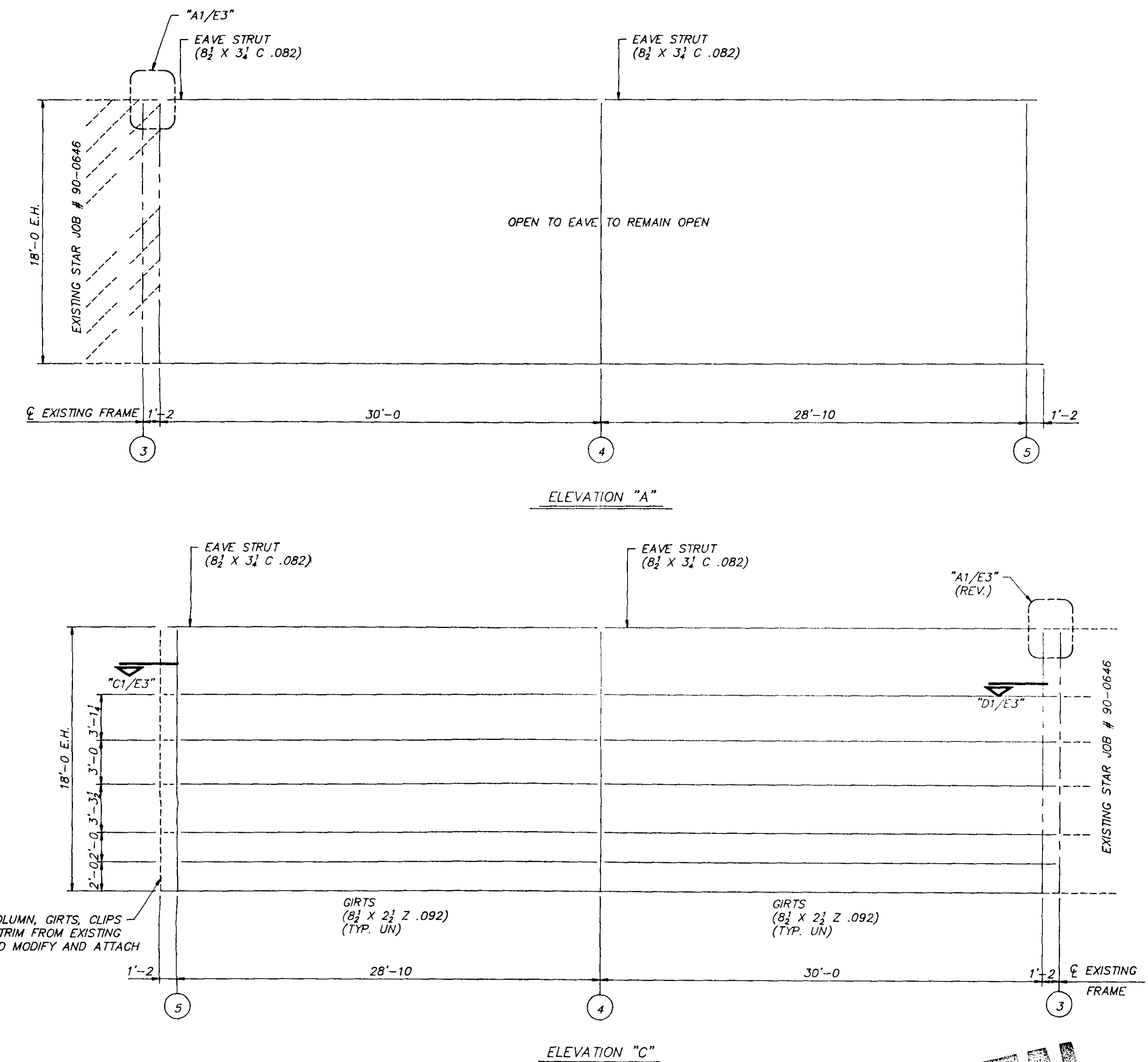


- (A) 4 - 10' - 7 ROOF LTP
- (B) 2 - 20" DIAMETER MONOVENT AT RIDGE
- (C) 120 - LINEAL FEET OF EAVE GUTTER
(2 RUNS AT 60)
- (D) 2 - 3 X 4 DOWNSPOUTS @ 19'-0 W/ELBOWS




WS DENOTES: COLUMN LINES 4
THAT REQUIRE PURLIN WEB STIFFENER 05-097.
RE: STANDARD DRAWING 17.11.00, DETAIL "A".
(WEB STIFFENER 05-097 NOT REQUIRED
IN CONJUNCTION WITH ANTI-ROLL CLIP
05-096 OR CLIP 05-450.)

NOTE: ANTI-ROLL CLIP 05-096 REQUIRED AT
PEAK PURLIN AT COLUMN LINES #4 & #5.
RE: STANDARD DRAWING 17.11.00, DETAIL "B".

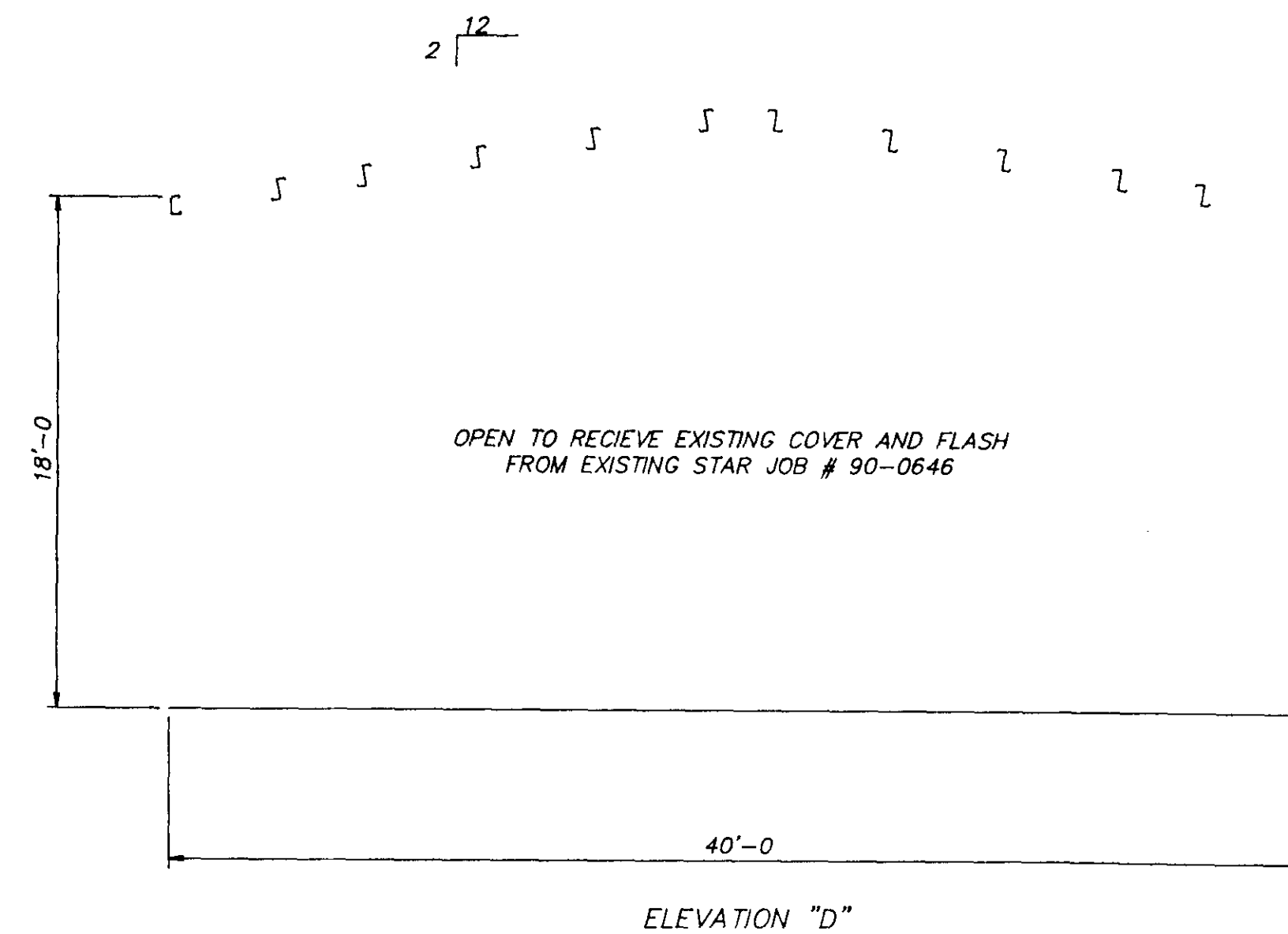
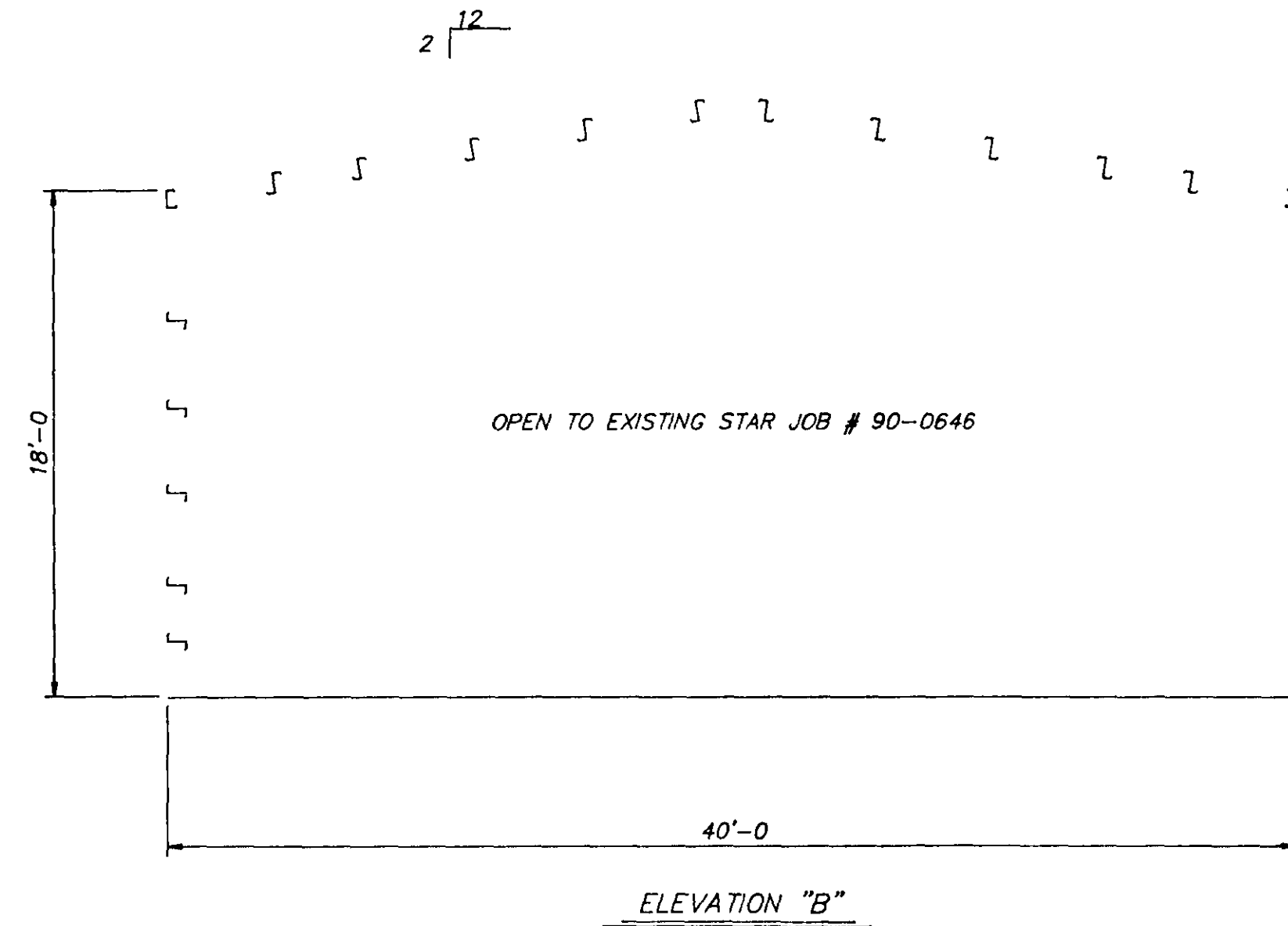


ANNOTATIONS IN RED TEXT ADDED FOR CITY PROJECT NO. 17-25, "COLUMN REPLACEMENT AT COVERED STORAGE BUILDING AT CORPORATION YARD" - DATED FEBRUARY 2017

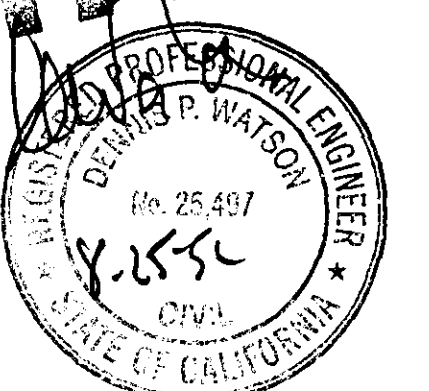
REVISIONS		BY	DATE	NOTES		JRN BY	DATE	STAR BUILDING SYSTEMS		JIM FERNANDES CONST. INC. CITY OF TURLOCK TURLOCK, CALIFORNIA	92-1457		
						JB	8/24/92				CHK BY	DATE	E1
							PG						

a b c d e f g h k m n p s t u w z aa ab ac ad ae af ag ah ak am an ap as at au aw az ba bb bc bd be bf bg bh bk bm bn bp bs bt bu bw bz

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SUBMITTAL



EXPIRATION DATE 12/31/93

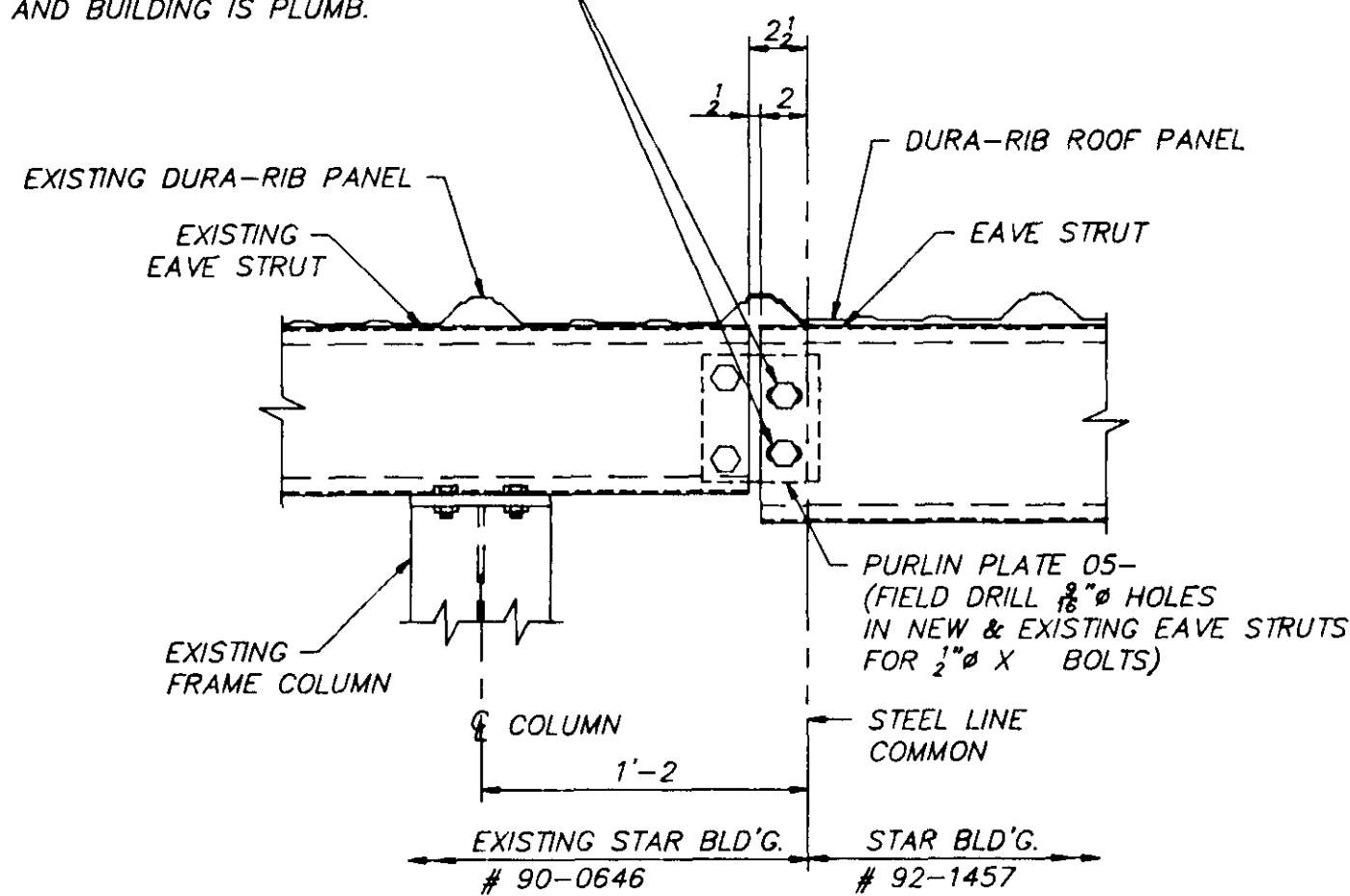
ANNOTATIONS IN RED TEXT ADDED FOR CITY PROJECT NO. 17-25, "COLUMN REPLACEMENT AT COVERED STORAGE BUILDING AT CORPORATION YARD" - DATED FEBRUARY 2017

REVISIONS		BY	DATE	NOTES	DESIGNED BY	DATE	STAR BUILDING SYSTEMS		JIM FERNANDES CONST. INC. CITY OF TURLOCK TURLOCK, CALIFORNIA	92-1457 E2
					JB	8/24/92	a Robertson Ceco company			
					CHK BY	DATE				
					2.3.1992	RCR				

a b c d e f g h k m n p s t u w z aa ab ac ad ae af ag ah ak am an ap as at au aw az ba bb bc bd be bf bg bh bk bm bn bp bs bt bu bw bz

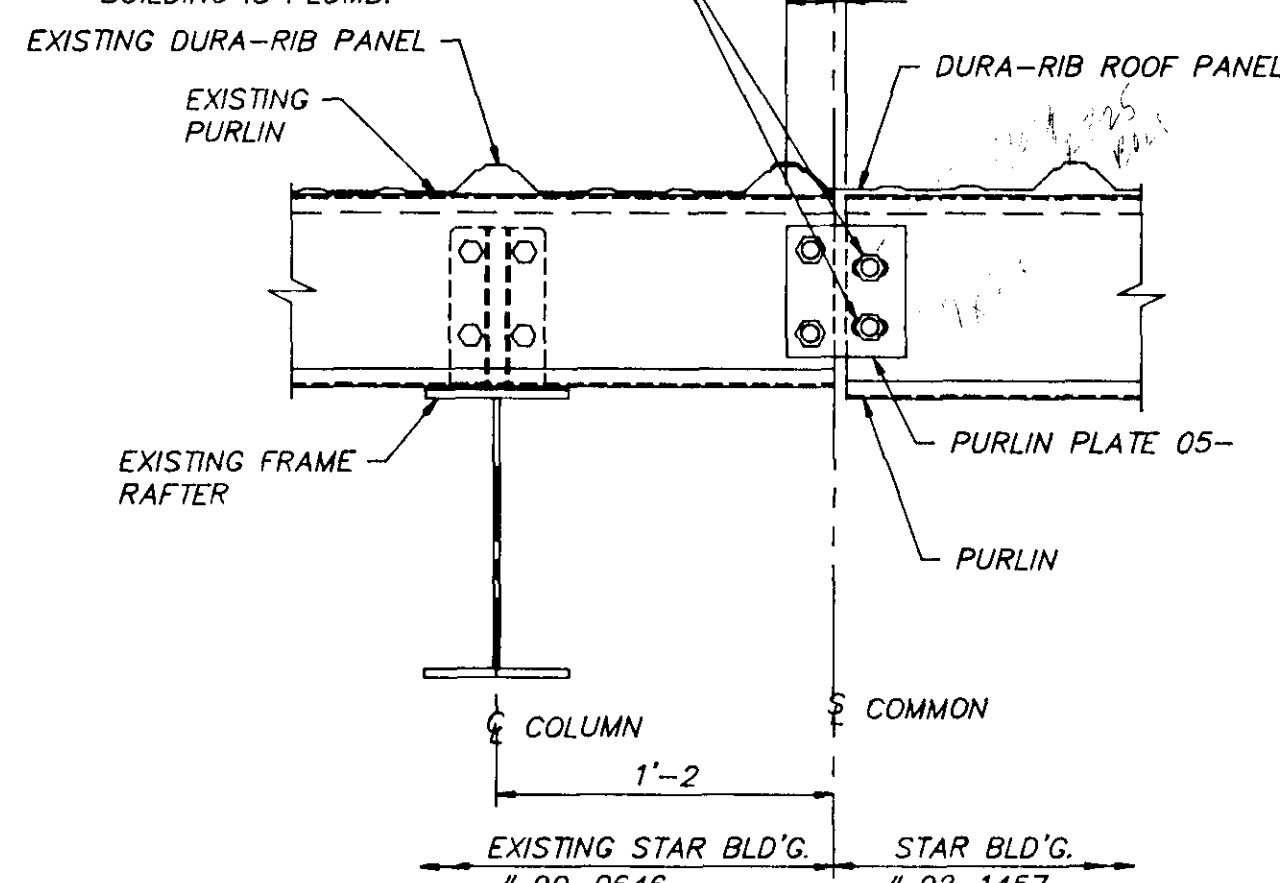
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NOTE: TACK WELD NUTS TO PLATE AFTER
EAVE STRUTS HAVE BEEN ERECTED
AND BUILDING IS PLUMB.

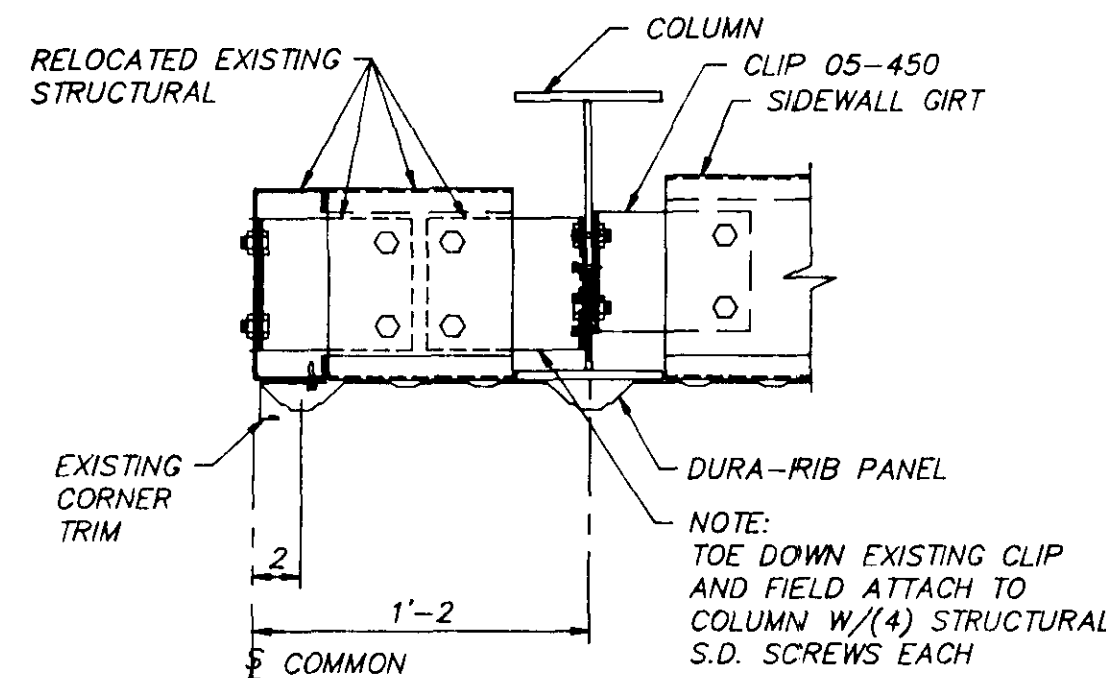


DETAIL "A1/E3"

NOTE: TACK WELD NUTS TO PLATE AFTER
PURLINS HAVE BEEN ERECTED AND
BUILDING IS PLUMB.

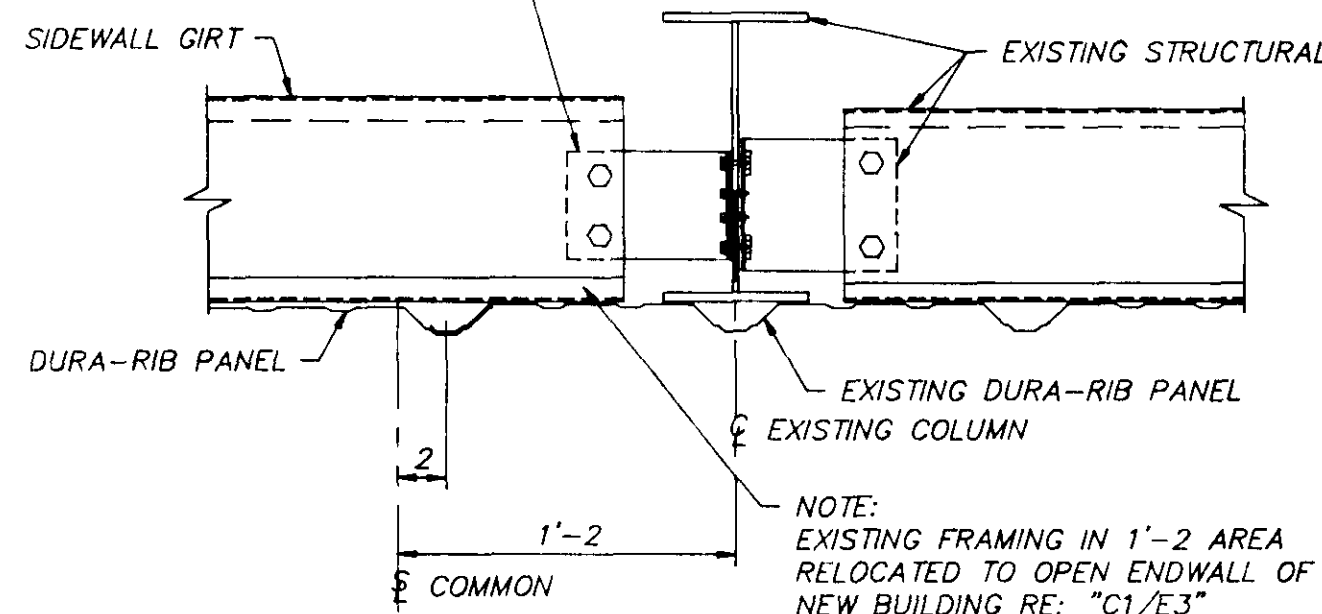


SECTION "B1/E3"

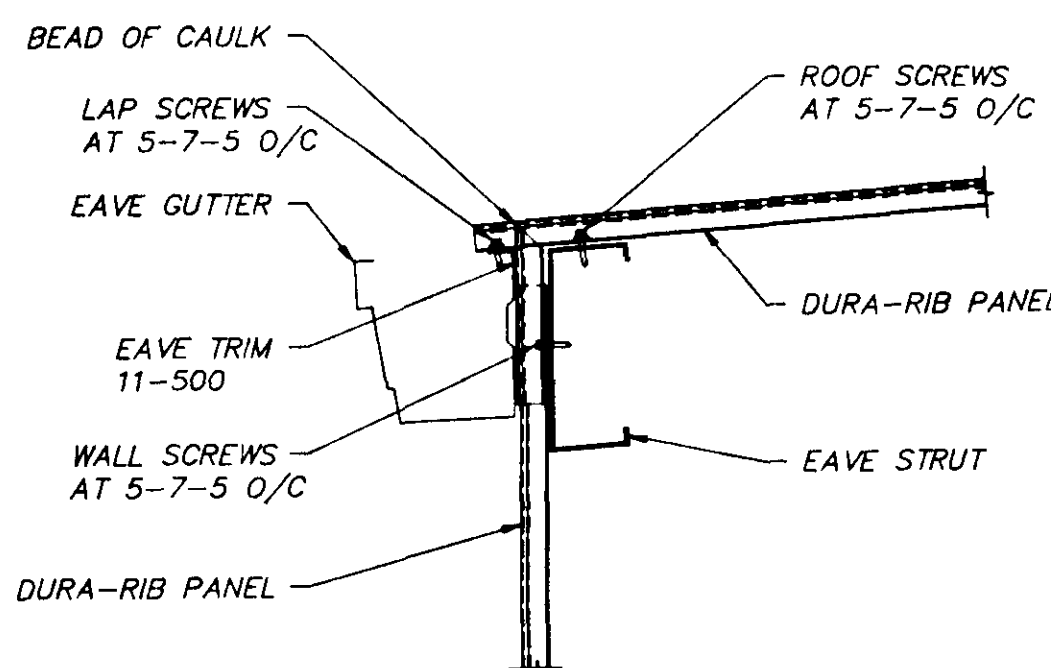


SECTION "C1/E3"

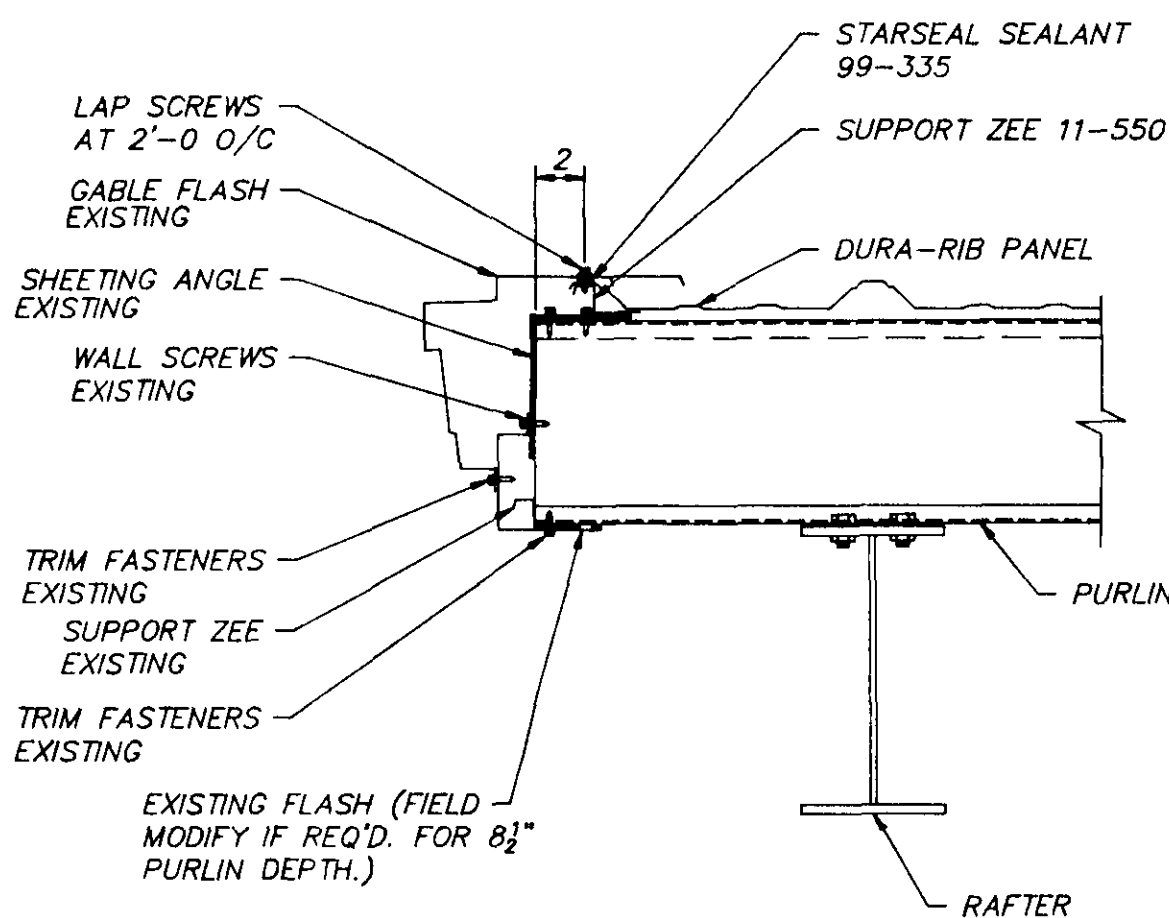
CLIP 05-
NOTE: TOE NEW CLIP DOWN &
FIELD ATTACH TO EXISTING
COLUMN W/(4) STRUCTURAL S.D.
SCREWS EACH.



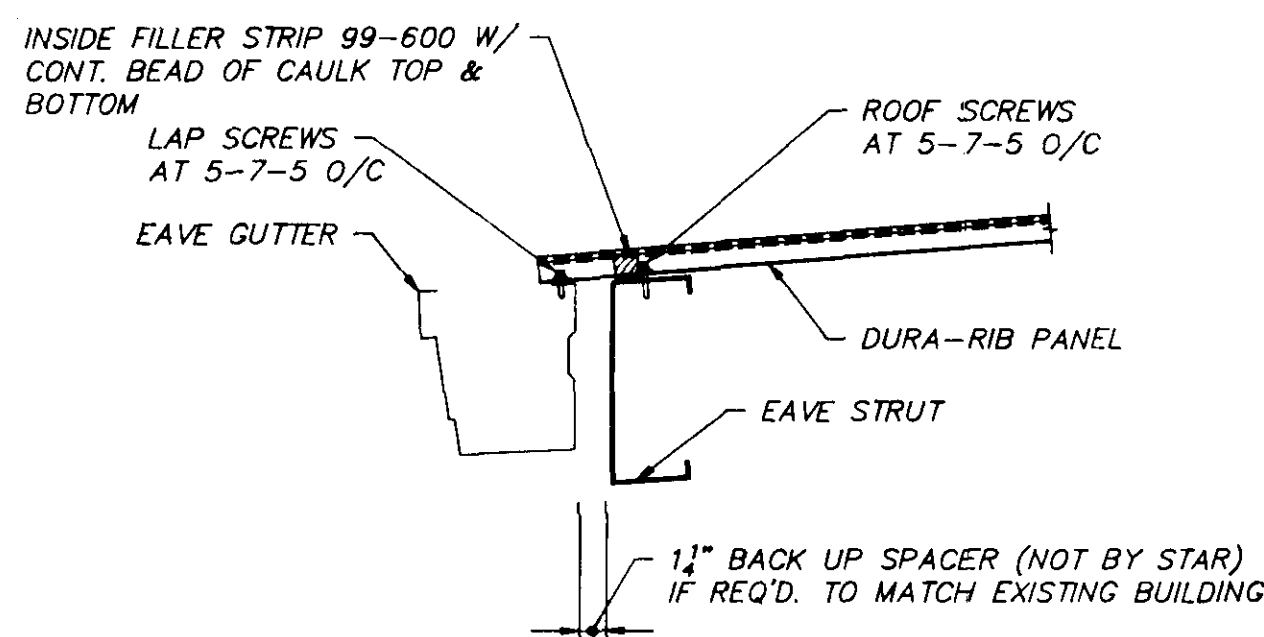
SECTION "D1/E3"



SECTION "E1/E3"



SECTION "F1/E3"



SECTION "G1/E3"

ANNOTATIONS IN RED TEXT ADDED FOR CITY PROJECT NO. 17-25, "COLUMN REPLACEMENT
AT COVERED STORAGE BUILDING AT CORPORATION YARD" - DATED FEBRUARY 2017

REVISIONS	BY	DATE	NOTES

DRN BY JB	DATE 8/24/92
CHK BY RJB	DATE 8/25/92

STAR BUILDING SYSTEMS

a Robertson Ceko company



JIM FERNANDES CONST. INC.
CITY OF TURLOCK
TURLOCK, CALIFORNIA

92-1457

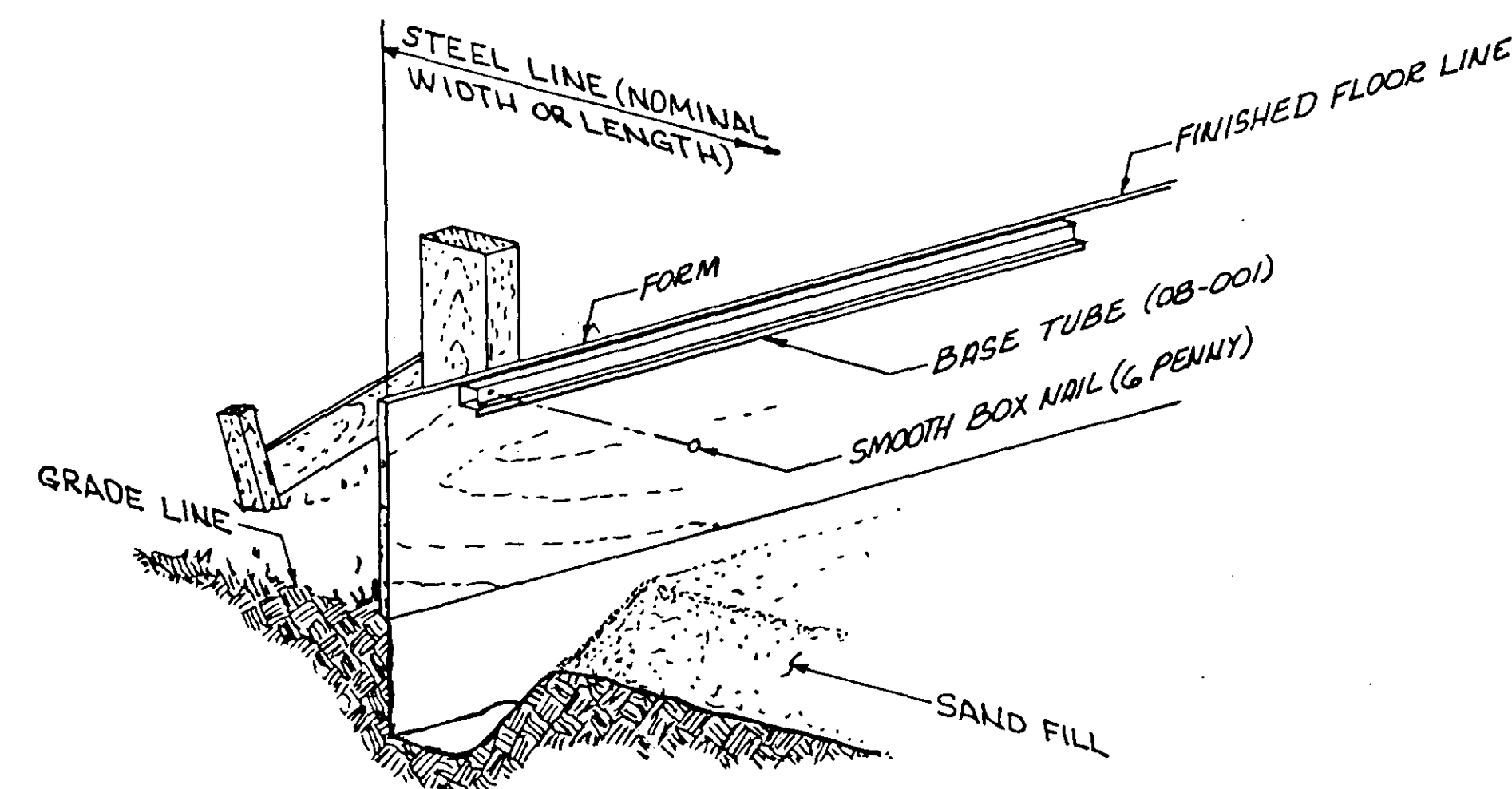
E3

SUBMITTAL

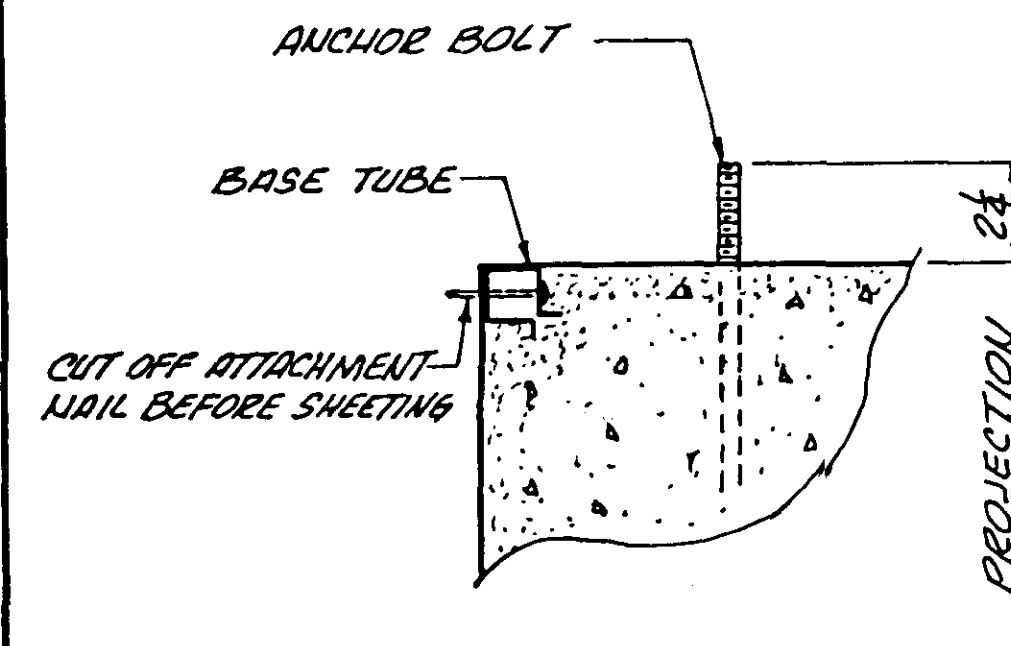


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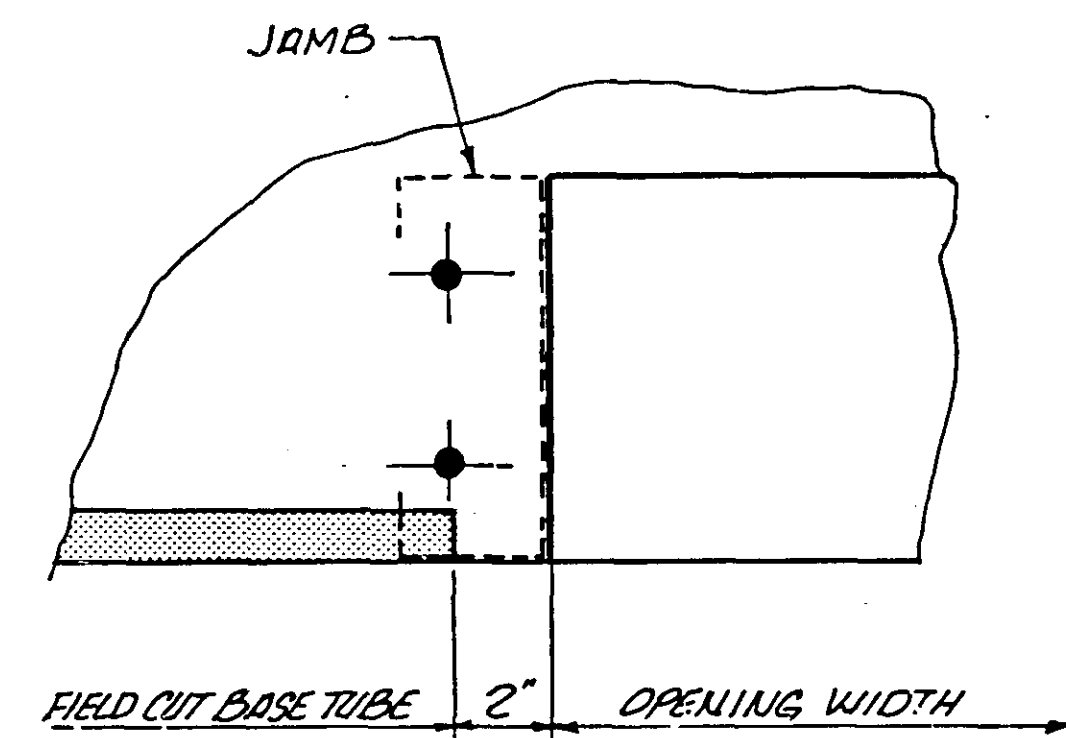
5/L



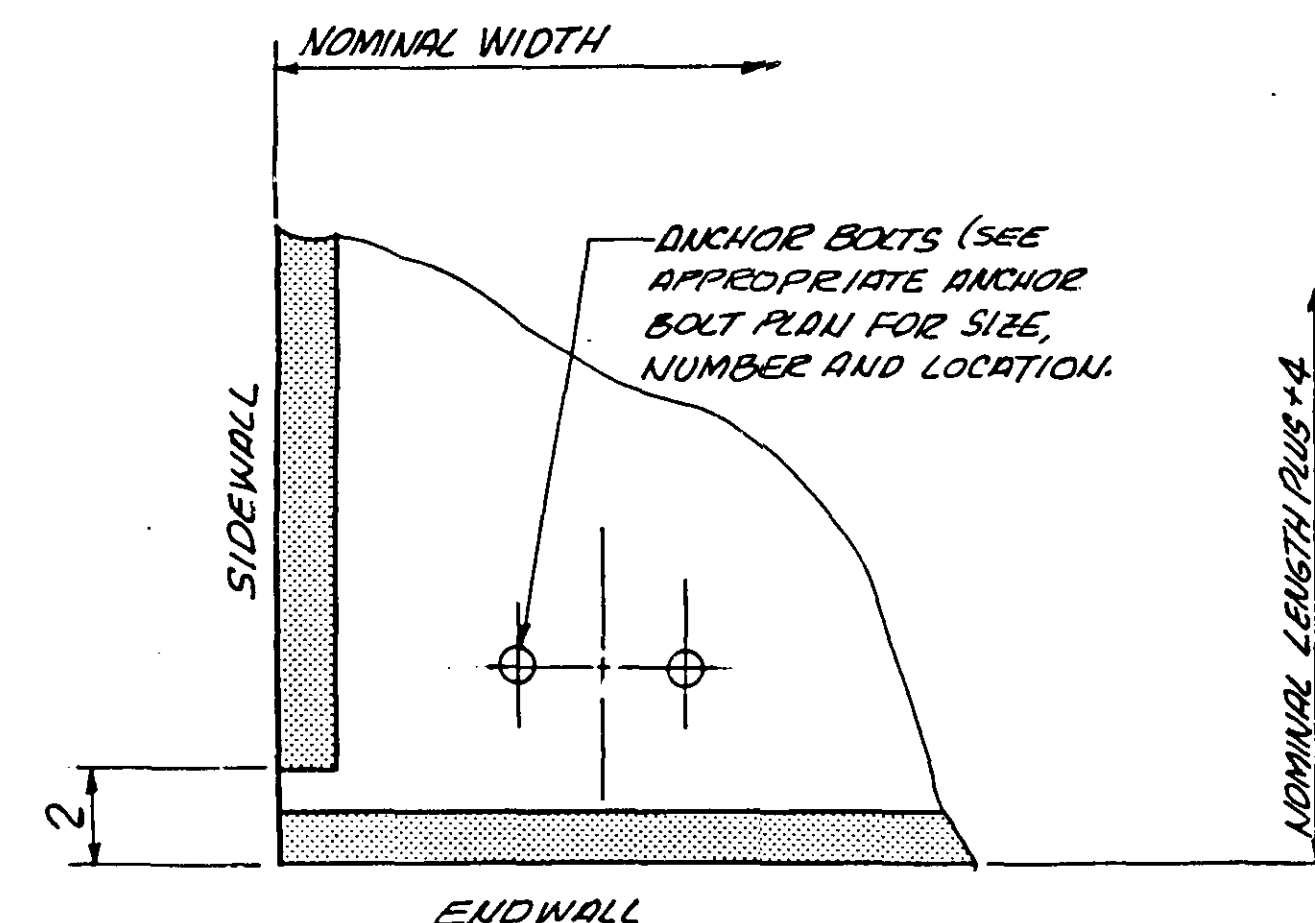
- FORMING DETAIL**
- NOTES
1. Follow standard procedure in setting forms.
 2. Using transit, sight elevation to maintain a level floor line.
 3. Locate top of base tube flush with top of forms (finished floor line).
 4. Attach base tube to form using one 6 penny smooth box nail at each end and center of each 10'-0" piece (too many nails may result in poor form removal).
 5. Allow at least 48 hours curing time before removing forms. The attachment nails will require cutting prior to sheeting.



CROSS SECTION

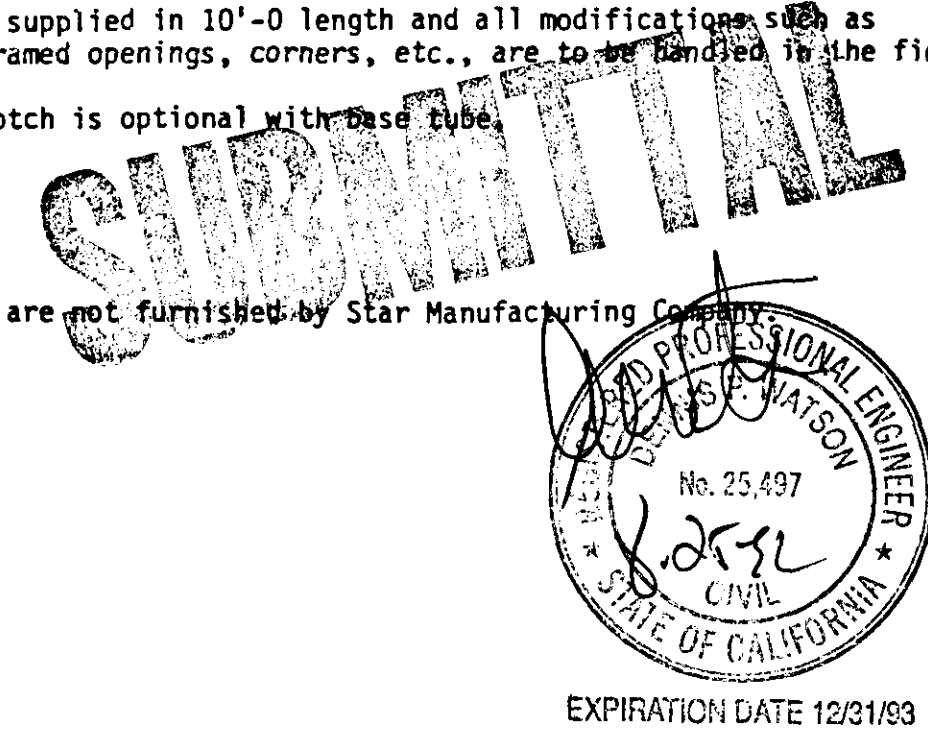


BASE DETAIL @ FRAMED OPENING



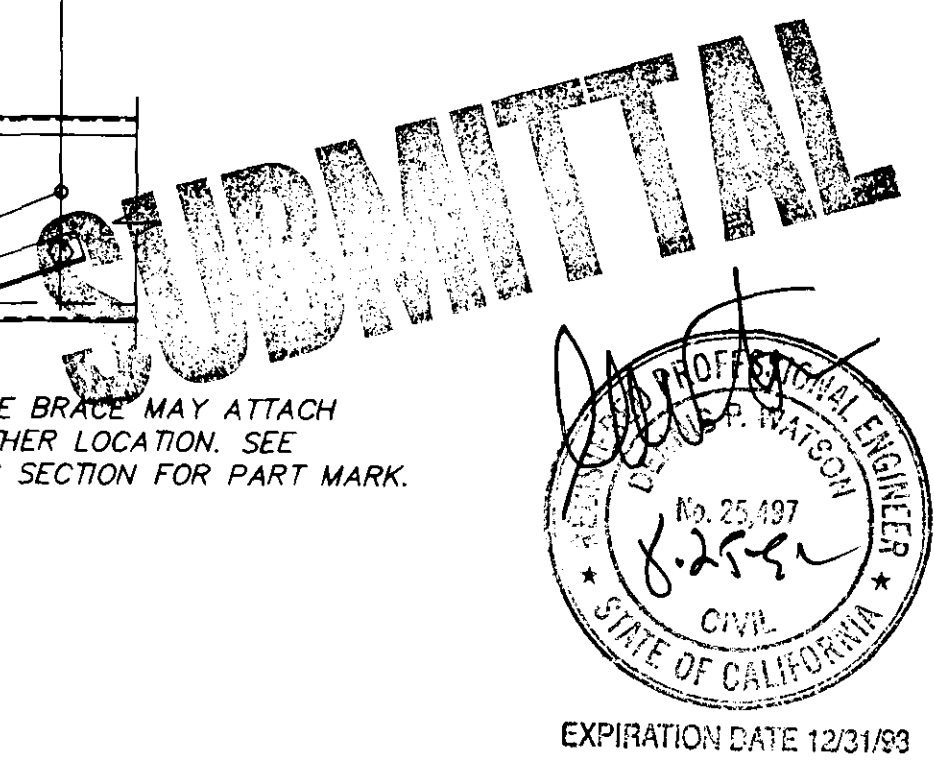
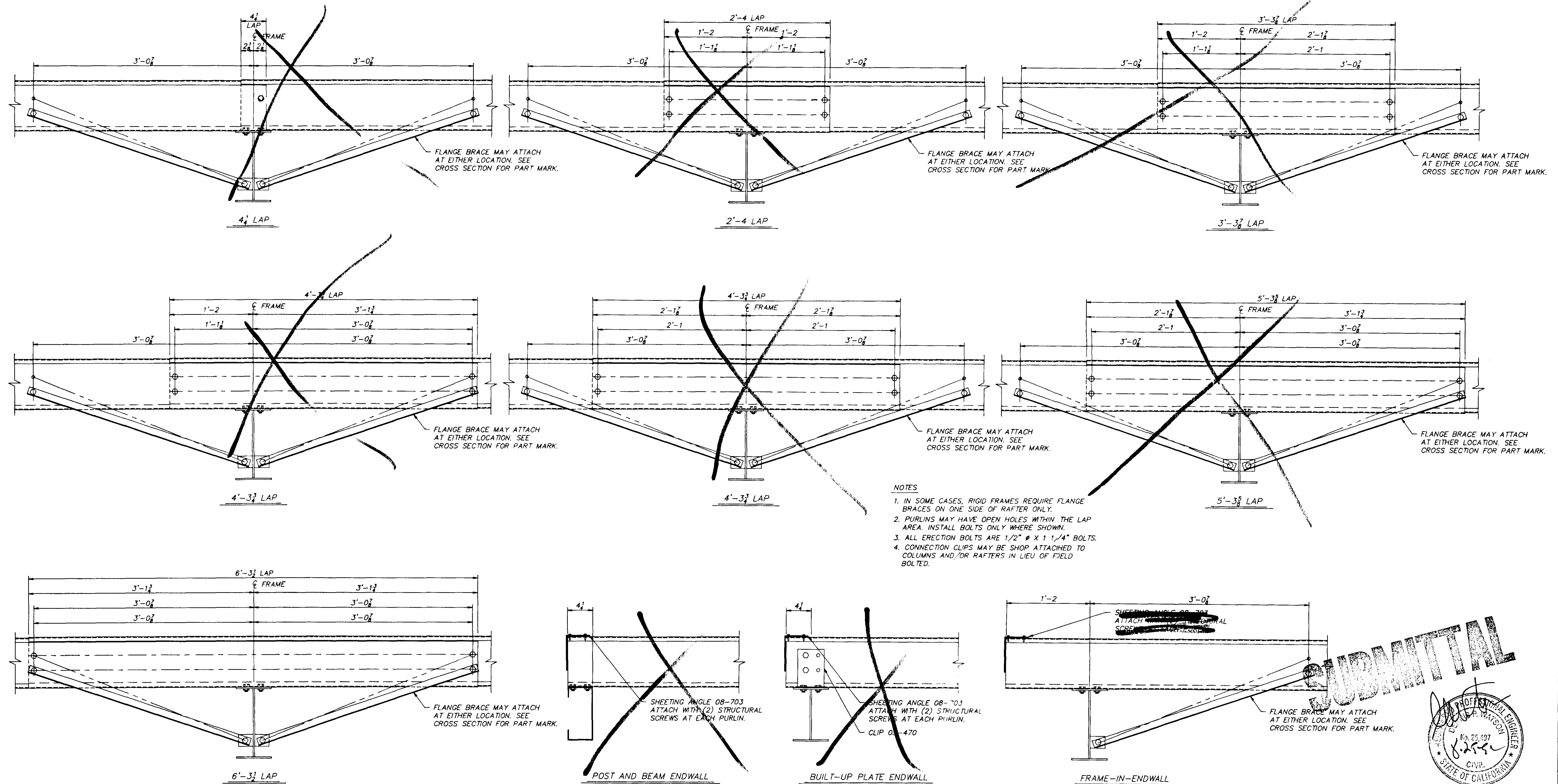
CORNER DETAIL

- GENERAL NOTES
1. Base tube is supplied in 10'-0" length and all modifications, such as cutting at framed openings, corners, etc., are to be handled in the field.
 2. A concrete notch is optional with base tube.
 3. 6 penny nails are not furnished by Star Manufacturing Company.



DURA-RIB & STARMARK

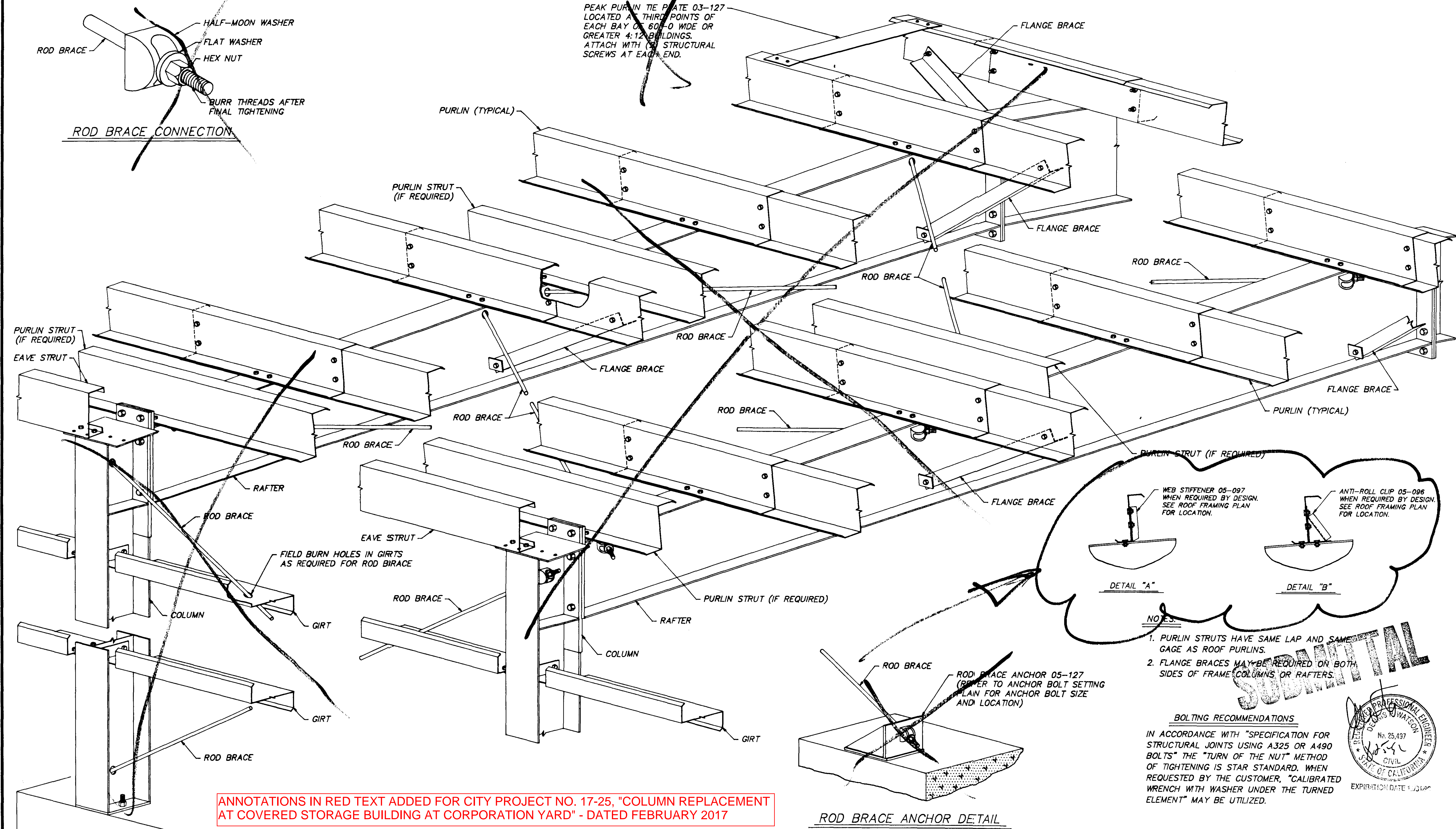
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REVISIONS			BY	DATE	NOTES	DRN BY	DATE	STAR BUILDING SYSTEMS a Robertson Ceco company	PURLIN/GIRT LAP DETAILS	12.03.00 5-31-92
					THIS DRAWING IS NOT TO SCALE.	D.L.D.				
						CHK BY				

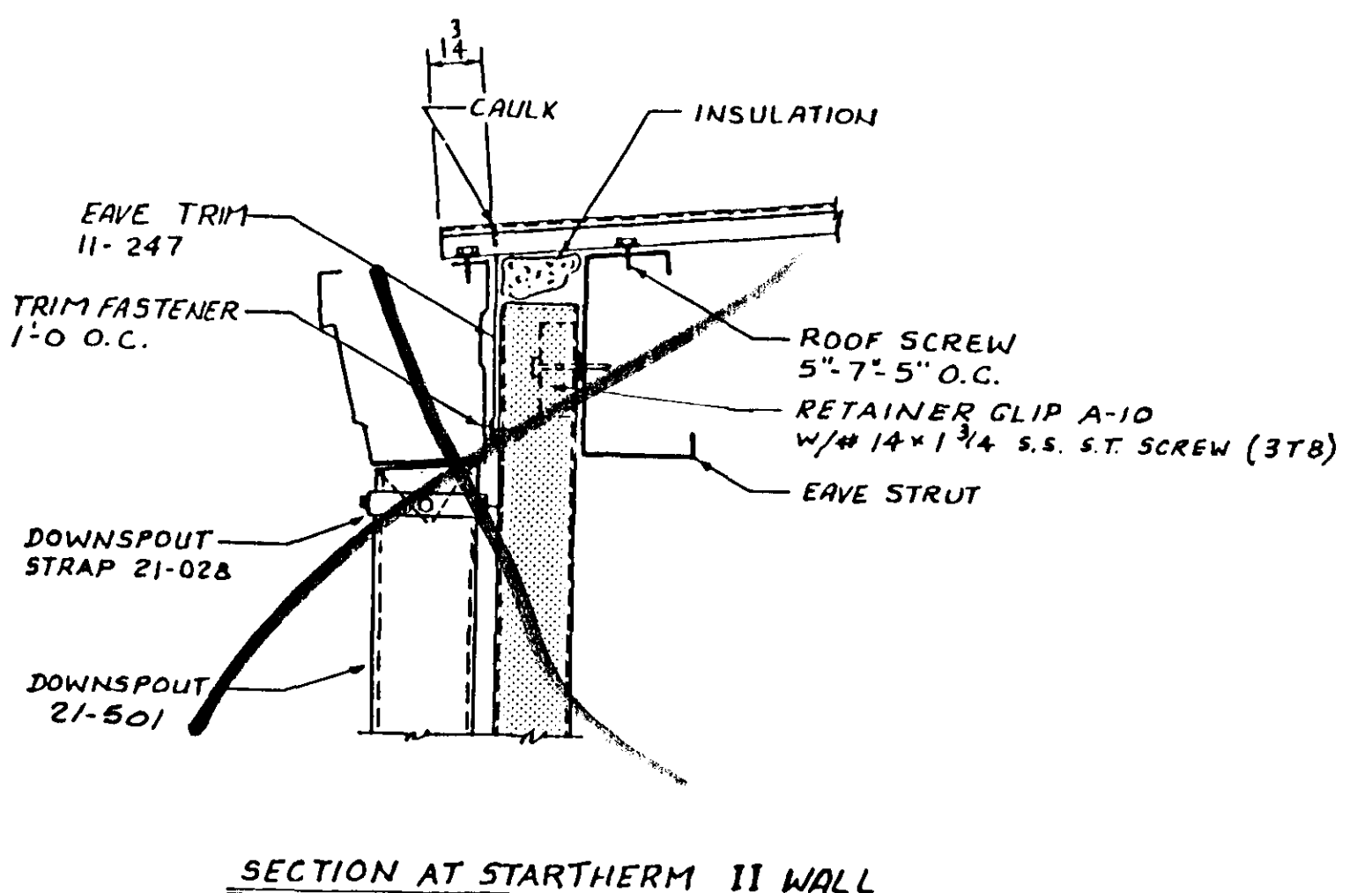
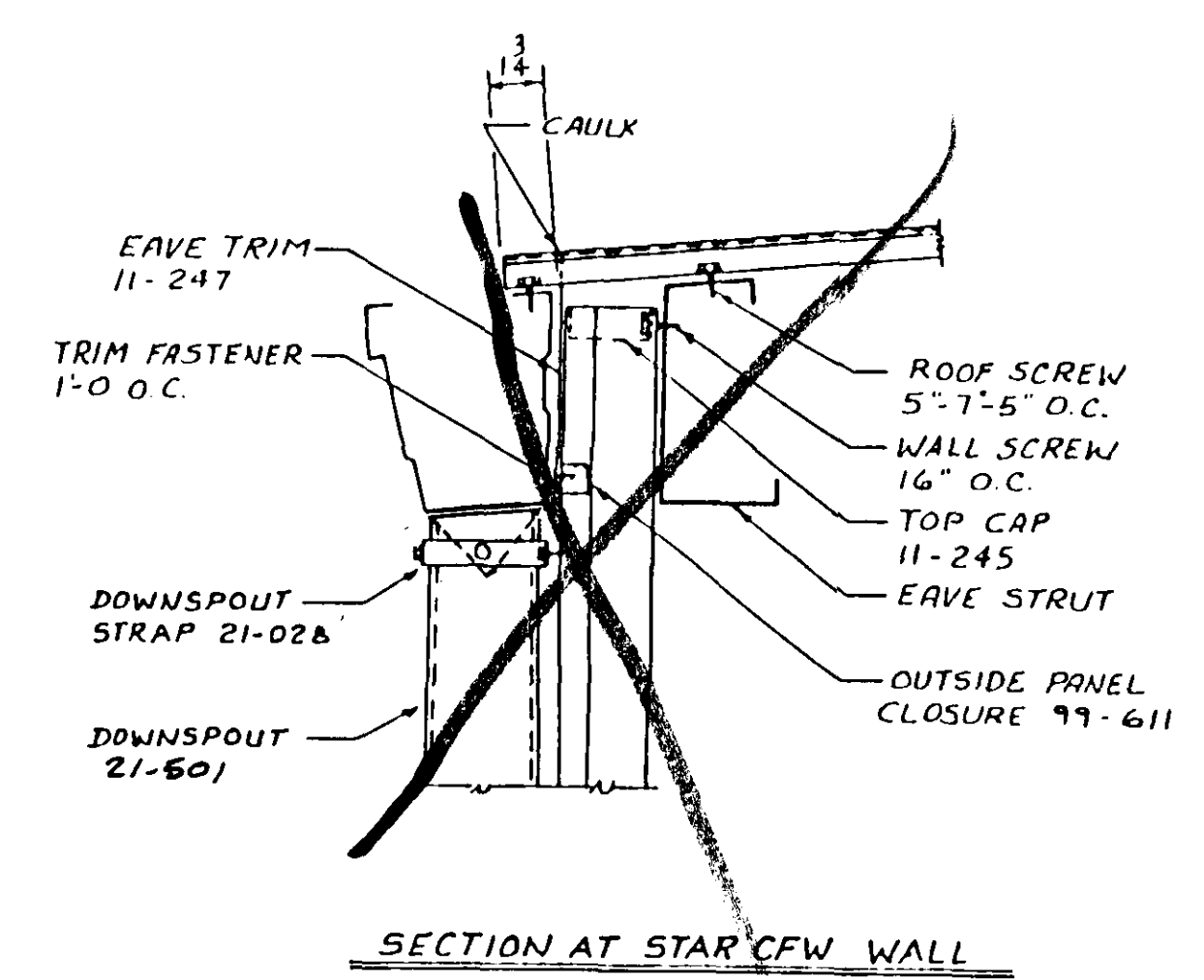
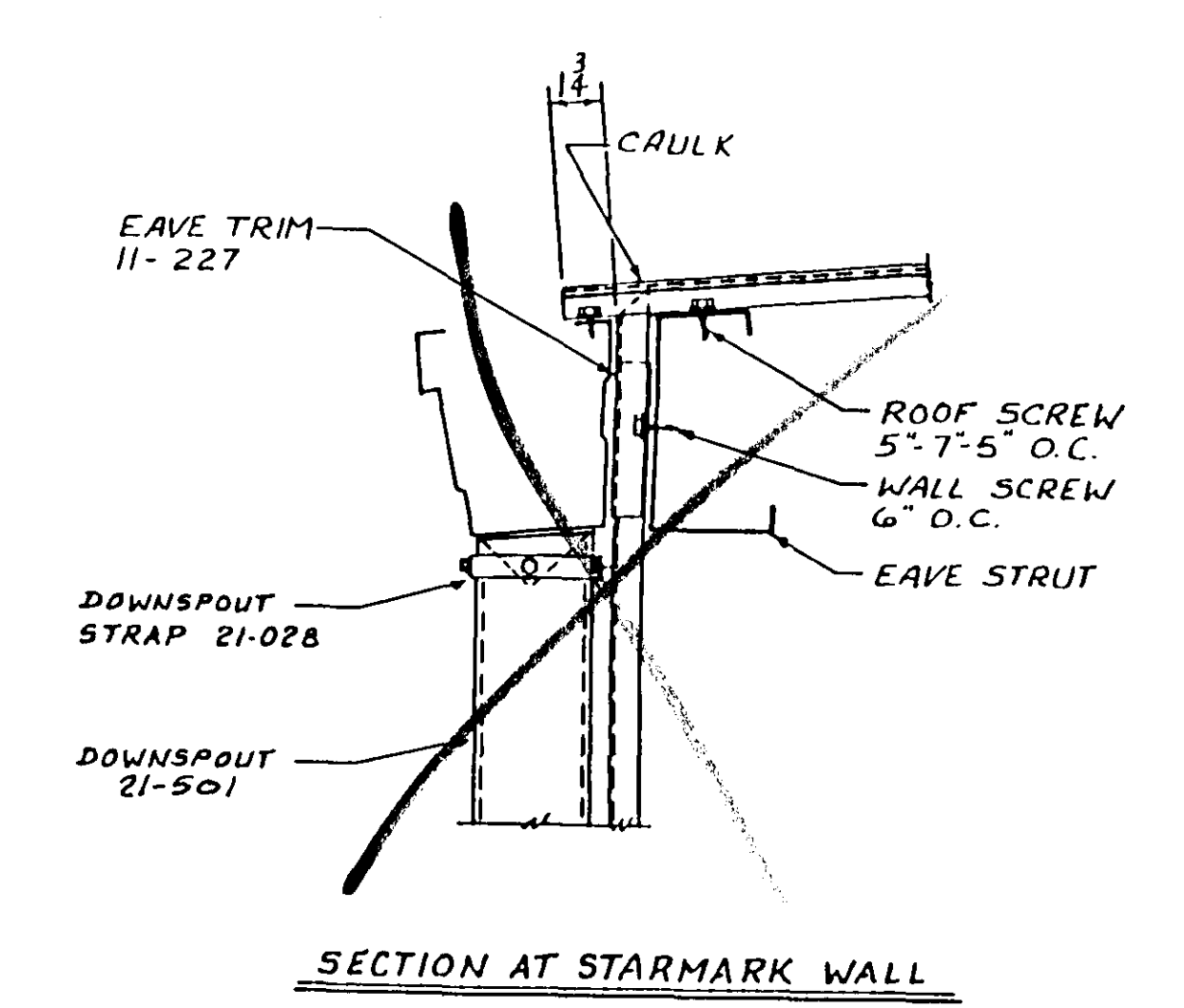
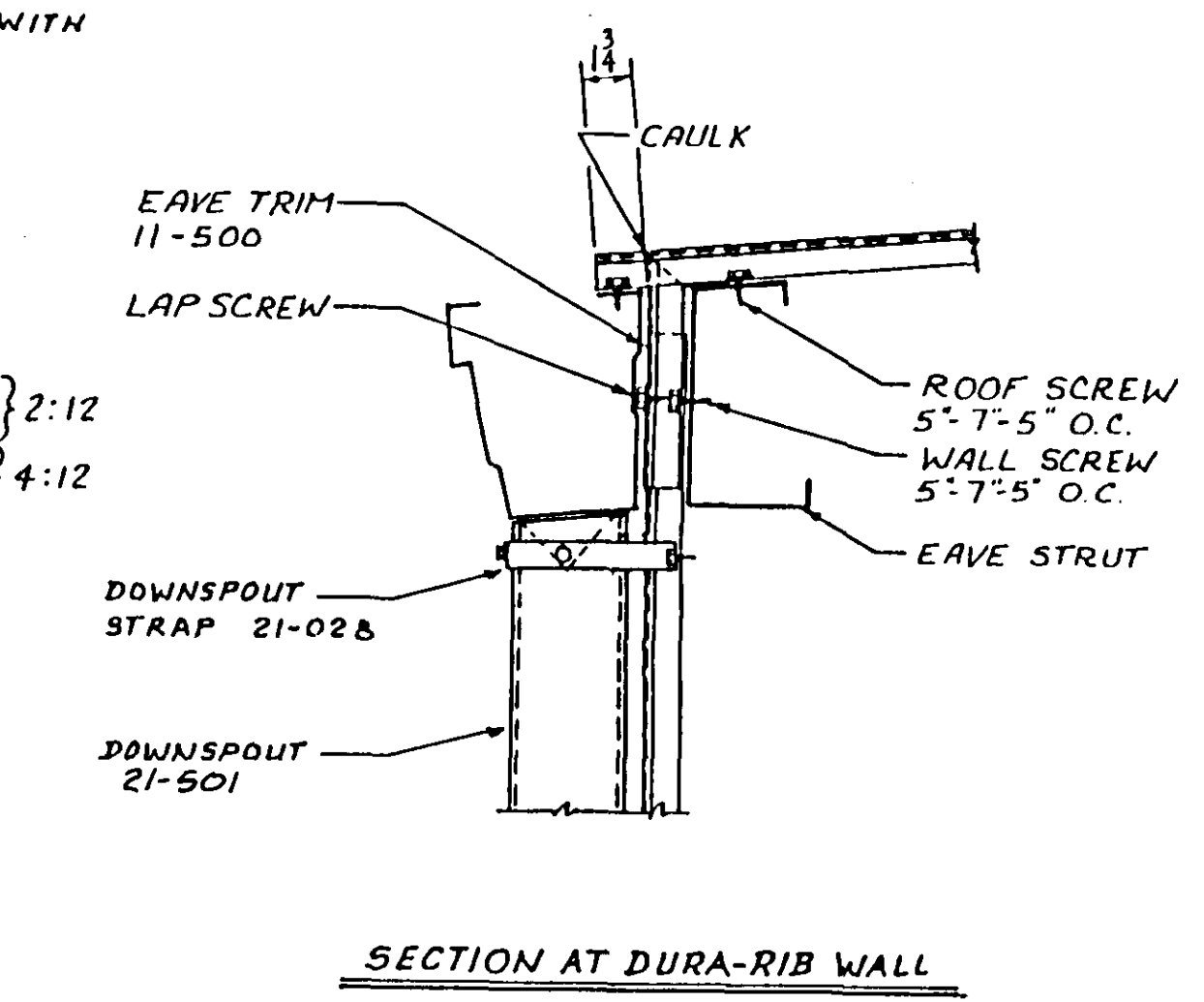
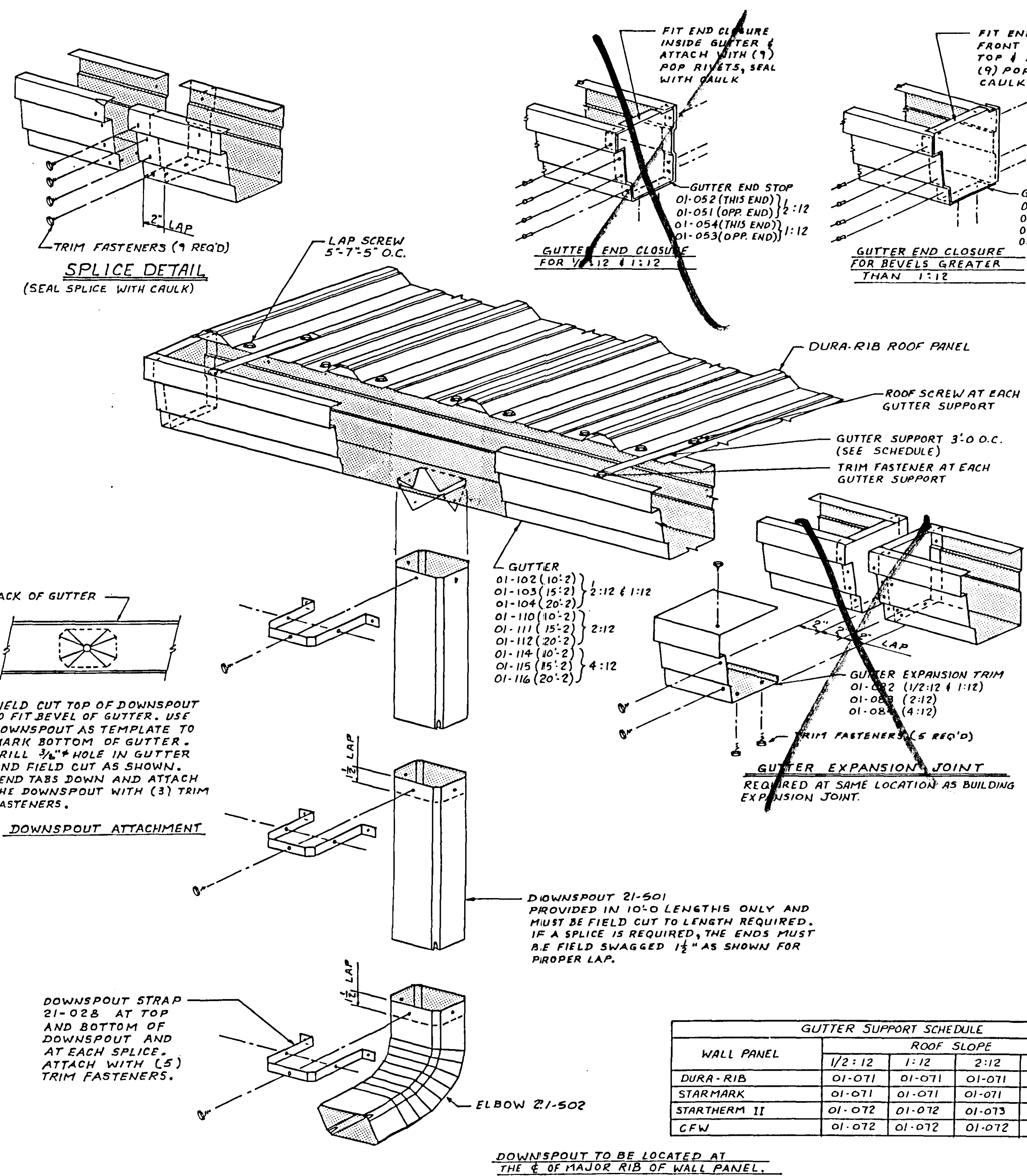
a b c d e f g h k m n p s t u w z aa ab ac ad ae af ag ah ak am an ap as at au aw az ba bb bc bd be bf bg bh bk bm bn bp bs bt bu bw bz

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REVISIONS		BY	DATE	NOTES THIS DRAWING IS NOT TO SCALE.	DRN BY D.L.D.	DATE	STAR BUILDING SYSTEMS a Robertson Ceco company		PURLIN FRAMING WITH FLUSH MTD. GIRTS 7/16"Ø THRU 1"Ø ROD BRACE	17.11.00 5-31-92
					CHK BY EC	DATE				

a b c d e f g h k m n p s t u w z aa ab ac ad ae af ag ah ak am an ap as at au aw az ba bb bc bd be bf bg bh bk bm bn bp bs bt bu bw bz



NOTE:
STAR PERIMETER TRIM AND GUTTERS ARE COATED WITH A REMOVABLE PROTECTIVE FILM. AFTER PROLONGED PERIODS OF EXPOSURE TO DIRECT SUNLIGHT THE FILM MAY BECOME BRITTLE AND DIFFICULT TO REMOVE. TO AVOID SUCH DIFFICULTIES, COVER THESE PARTS FROM DIRECT SUNLIGHT AT THE STORAGE SITE AND JOBSITE. REMOVE THE PROTECTIVE FILM DURING ERECTION OR IMMEDIATELY AFTER.

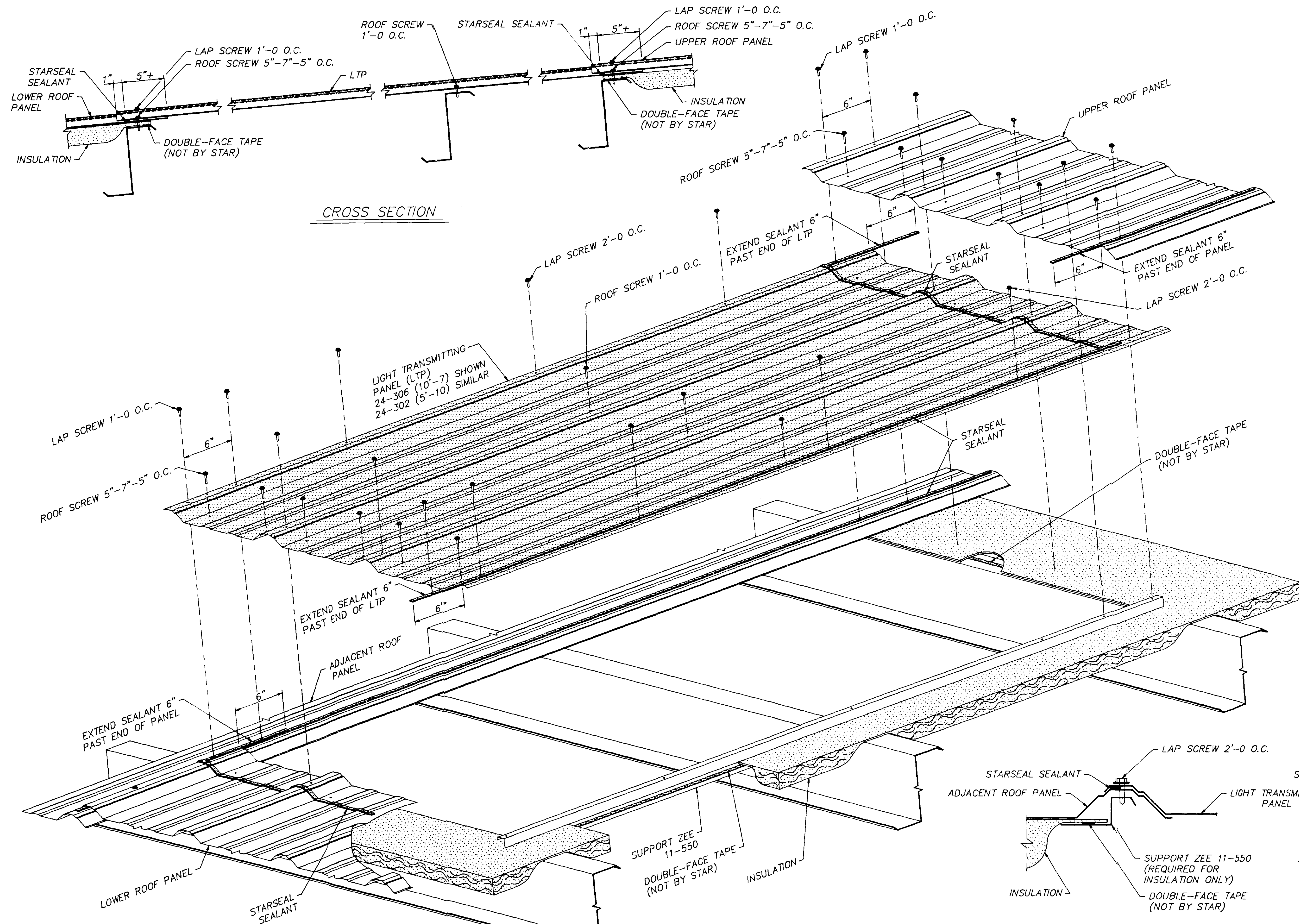
WALL PANEL	GUTTER SUPPORT SCHEDULE			
	1/2:12	1:12	2:12	4:12
DURA-RIB	01-071	01-071	01-071	01-072
STARMARK	01-071	01-071	01-071	01-072
STARTHERM II	01-072	01-072	01-073	01-073
CFW	01-072	01-072	01-072	01-073

ANNOTATIONS IN RED TEXT ADDED FOR CITY PROJECT NO. 17-25, "COLUMN REPLACEMENT AT COVERED STORAGE BUILDING AT CORPORATION YARD" - DATED FEBRUARY 2017

REVISIONS	BY	DATE	NOTES	DRN BY LJC	DATE	STAR BUILDING SYSTEMS a Robertson Cenco company	GUTTER DETAILS DURA-RIB ROOF	35.06.00 5-31-92
			THIS DRAWING IS NOT TO SCALE	CHK BY JSC				

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GENERAL NOTES:

1. DO NOT WALK ON LTP AS IT IS NOT DESIGNED TO SUPPORT A PERSONS WEIGHT.
2. INSULATION AND DOUBLE-FACE TAPE NOT BY STAR.
3. ATTACH INSULATION AND ROOF PANEL ACCORDING TO STANDARD PROCEDURE UP TO THE DESIRED LOCATION OF LTP. INSTALL SUPPORT ZEE ON BOTH SIDES OF LTP OPENING. APPLY DOUBLE-FACE TAPE ALONG BOTTOM LEG OF ZEE (SEE SIDELAP DETAILS). IF INSULATION IS NOT REQUIRED, INSTALL SUPPORT ZEE AT OPPOSITE PANEL SIDELAP ONLY.
4. INSTALL INSULATION ABOVE AND BELOW LTP OPENING. USE DOUBLE-FACE TAPE ALONG PURLINS TO SECURE INSULATION.
5. APPLY SINGLE RUN OF STARSEAL SEALANT ON ADJACENT PANEL SIDELAP.
6. INSTALL ROOF PANEL BELOW LTP OPENING AND APPLY A SINGLE RUN OF STARSEAL SEALANT AT NEXT SIDELAP.
7. INSTALL LTP AND APPLY SINGLE RUN OF STARSEAL SEALANT ALONG TOP ENDLAP OF LTP.
8. INSTALL OPPOSITE ROOF PANEL.
9. APPLY SINGLE RUN OF STARSEAL SEALANT ALONG SIDELAP OF OPPOSITE ROOF PANEL AND ALONG ENDLAP OF LOWER ROOF PANEL.
10. ATTACH ENDLAP OF LTP AND LOWER ROOF PANEL TO PURLIN WITH ROOF SCREWS AT 5'-7'-5" ON CENTER.
11. INSTALL UPPER ROOF PANEL.
12. CONTINUE SHEETING ROOF ACCORDING TO STANDARD PROCEDURE.
13. REFER TO "LIGHT TRANSMITTING PANEL LAP DETAILS" DRAWING FOR PANEL LAPS NOT SHOWN.
14. ROOF AND WALL PANELS SHOULD BE CLEANED OF ANY DRILL SHAVINGS OR FIELD CUTTING FILINGS AT THE END OF EACH DAY TO PREVENT RUSTING OF THESE PARTICLES.

ADJACENT SIDELAP DETAIL

OPPOSITE SIDELAP DETAIL

ANNOTATIONS IN RED TEXT ADDED FOR CITY PROJECT NO. 17-25, "COLUMN REPLACEMENT AT COVERED STORAGE BUILDING AT CORPORATION YARD" - DATED FEBRUARY 2017

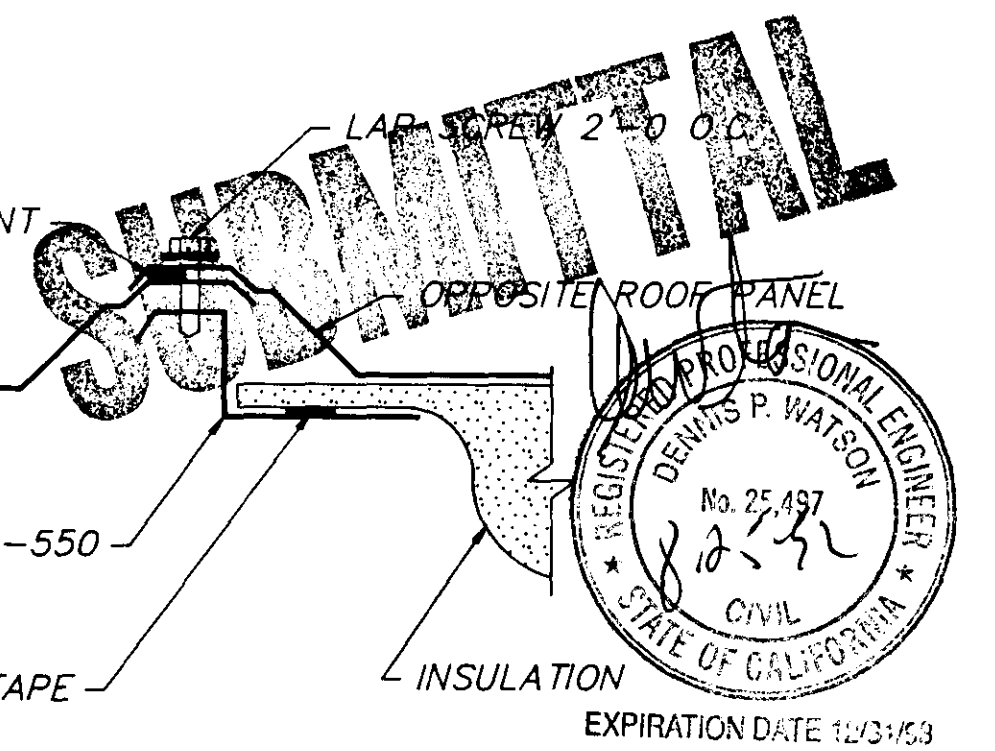
REVISIONS	BY	DATE	NOTES
			THIS DRAWING IS NOT TO SCALE.
			* UNDERWRITERS' LABORATORIES CLASSIFIED 30 FOUR WIND UPLIFT RESISTANCE ONLY.

DRN BY	DATE
D.L.D.	
CHK BY	DATE
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STAR BUILDING SYSTEMS
a Robertson Ceco company







LIGHT TRANSMITTING PANEL
FOR STAROOF-30 *
DURA-RIB ROOF PANEL



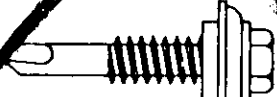
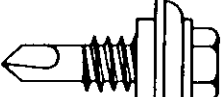
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12-15-91



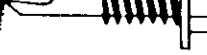

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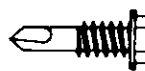



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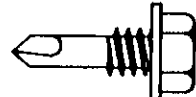
STARSHIELD					
CLIP SCREW		SPLICE SCREW		LAP SCREW	
99- 241-		99- 286-		99- 242-	
1/4-14 X 1 1/2	S.D. SCREW NO WASHER	NO. 12-14 X 1 1/4	S.D. SCREW W/WASHER	1/4-14 X 3/4	S.D. SCREW W/WASHER
99- 294-		99- 287-		99- 243-	
NO. 12-24 X 1 1/4	S.D. SCREW NO WASHER	NO. 12-14 X 1 1/4 STAINLESS CAP.	S.D. SCREW W/WASHER	1/4-14 X 3/4 STAINLESS CAP.	S.D. SCREW W/WASHER

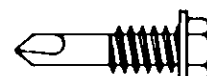

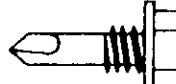
SSII			
ROOF SCREW		LAP SCREW	
99- 286-		99- 242-	
NO. 12-14 X 1 1/4	S.D. SCREW W/WASHER	1/4-14 X 3/4	S.D. SCREW W/WASHER
99- 287-		99- 243-	
NO. 12-14 X 1 1/4 STAINLESS CAP.	S.D. SCREW W/WASHER	1/4-14 X 3/4 STAINLESS CAP.	S.D. SCREW W/WASHER




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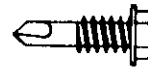
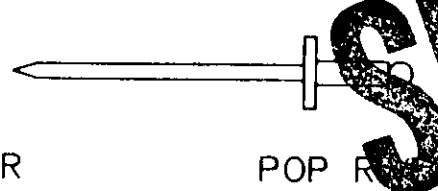
STAR CFW	
WALL SCREW	
99- 297-	
NO. 12-14 X 1	S.D. SCREW NO WASHER
DIAPHRAGM STITCH	
99- 281-	
NO. 12-14 X 7/8	S.D. SCREW NO WASHER

LINER	
LINER SCREW	LAP SCREW
99- 281-  NO. 12-14 X 7/8 S.D. SCREW NO WASHER	 99- 302-  NO. 18-18 X 5/8 S.D. SCREW NO WASHER
99- 288-  NO. 12-14 X 1 1/4 S.D. SCREW NO WASHER	 99- 281-  NO. 12-14 X 7/8 S.D. SCREW NO WASHER
	99- 244-  1/4-14 X 3/4 S.D. SCREW NO WASHER

PARTITION			
PARTITION SCREW		LAP SCREW	
99- 281-		99- 302-	
NO. 12-14 X 7/8	S.D. SCREW NO WASHER	NO. 8-18 X 5/8	S.D. SCREW NO WASHER
99- 288-		99- 281-	
NO. 12-14 X 1 1/4	S.D. SCREW NO WASHER	NO. 12-14 X 7/8	S.D. SCREW NO WASHER
		99- 244-	
		1/4-14 X 3/4	S.D. SCREW NO WASHER

BACK PANEL			
BACK PANEL SCREW		LAP SCREW	
99- 281-		99- 281-	
NO. 12-14 X 7/8	S.D. SCREW NO WASHER	NO. 12-14 X 7/8	S.D. SCREW NO WASHER
		99- 244-	
		1/4-14 X 3/4	S.D. SCREW NO WASHER

SOFFIT			
SOFFIT SCREW		LAP SCREW	
99- 281-		99- 281-	
NO. 12-14 X 7/8	S.D. SCREW NO WASHER	NO. 12-14 X 7/8	S.D. SCREW NO WASHER
		99- 244-	
		1/4-14 X 3/4	S.D. SCREW NO WASHER

<h1>TRIM FASTENER</h1> <h2>ALL PANEL SYSTEMS</h2>	
<p>99- 302-</p> <p>NO. 8-18 X 5/8</p>	 <p>S.D. SCREW NO WASHER</p>
<p>99- 300-</p> <p>1/8" DIAMETER</p>	 <p>POP R</p>

STRUCTURAL
ALL PANEL SYSTEMS

ATTACHMENT OF PANELS TO BEAM, JOISTS, ANGLES,
SHEET PILING, COLUMNS, WALLS, ANGLES,
FAIRLY STRUCTURAL TOOLS, ETC.

NO. 12-14 X 1/8

PROFESSIONAL
SUSAN L. HARRIS, CREW

ATTACHMENT OF R
SHEETING
ANGLES,
ANGLES,
FAVORABLE ADJUSTOR



SUBMITTAL

NO. 12-14 X

PROFESSIONAL

REGISTERED PROFESSIONAL ENGINEER
 DEMONS R. V. 1033
 No. 25,497
 J. L. 534
 CIVIL
 STATE OF CALIFORNIA

EXPIRATION DATE 12/31/93

REVISIONS		BY	DATE	NOTES		DRN BY	DATE	 Robertson Star Star Building Systems H.H. Robertson Company		FASTENER APPLICATION CHART	70.04.04 5-12-91
4	REDRAWN TO OMIT STARTHERM FASTENERS	D.L.D.	5-12-91			CHK BY	DATE				