

**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
RESOURCE RECOVERY AND WASTE MANAGEMENT DIVISION**



CONTRACT

FOR

**TAJIGUAS SANITARY LANDFILL
RIDGELINE TANK REHABILITATION
PHASE 2 PROJECT
IN THE THIRD SUPERVISORIAL DISTRICT**

COUNTY PROJECT NO. 120017

**SCOTT D. MCGOLPIN
DIRECTOR OF PUBLIC WORKS**

COUNTY OF SANTA BARBARA AGREEMENT FOR:

COUNTY PROJECT NO. 120017

Auditor-Controller Contract No. _____

THIS AGREEMENT, herein called Agreement, is made by and between the County of Santa Barbara, a political subdivision of the State of California, herein called County, and Inspec Coatings, Inc., herein referred to as Contractor, for the completion of the work identified herein, on the following terms, conditions, and provisions:

1. CONTRACT

This Agreement includes and incorporates by reference all Contract Documents.

The Contract is comprised of all documents distributed to bidders as part of the Bid Package, including, but not limited to:

1. Notice to Bidders
2. Special Provisions
3. Technical Specifications
4. 2022 Caltrans Standard Specifications as modified by County Provisions
5. 2022 Caltrans Standard Plans
6. Referenced state codes and Santa Barbara County Code
7. Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished
8. The Bid Book/Proposal executed and submitted by the Contractor
9. The Faithful Performance and Payment Bonds, and
10. Any Addenda or Change Orders

The Contractor acknowledges receipt of all such documents as were not already in the Contractor's possession. Said incorporated documents are referred to herein as the "Contract" or "Contract Documents".

Copies of all said documents are on file in the Department of Public Works Office of the County and have been and will be made available to the Contractor during the term of this Agreement.

2. WORK

Contractor agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the County, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of Public Works of said County, all in strict accordance with the Plans and the Contract Documents provided.

3. TERM

The Contractor shall complete work in 31 working days and in accordance with Special Provisions Section 8-1.04B.

4. PAYMENTS NOT ACCEPTANCE

No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon Contractor. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. Contractor's acceptance of payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the County from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts. In

addition to guarantees required elsewhere, Contractor shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the recordation of the Notice of Completion by the County, and Contractor shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the County.

5. PAYMENT

As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the Contractor for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be \$215,000.00, to be paid as provided in the Contract Documents.

The Engineer is authorized to order, as change order work, the performance of supplemental work itemized in the attached Estimate of Job Costs, totaling \$50,000.00 to be paid as provided in the Contract Documents. In no event shall the County be liable for the cost of any supplemental work unless approved in advance and in writing by the Engineer.

The Engineer is authorized to order, as change order work, changes and additions to the work being performed under this contract in an amount not to exceed \$21,500.00 (Contingency) in accordance with California Public Contract Code Sections 20142 and 20395, as applicable, to be paid as provided in the Contract Documents.

6. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

7. NO PUBLICITY OR ENDORSEMENT

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

8. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

9. RECORDS, AUDIT, AND REVIEW

Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable

notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Contractor shall participate in any audits and reviews, whether by County or the State, at no charge to County.

If federal, state, or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments, and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification.

10. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. ENTIRE AGREEMENT AND CHANGE ORDERS

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

12. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all County, State, and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

13. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County, if in state court, or in the federal district court nearest to the County, if in federal court.

14. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

15. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement,

Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

16. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

17. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in Section 1, contract documents herein, these numbered sections shall prevail.

CONTRACTOR SIGNATURE PAGE

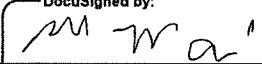
Agreement for services and work to be performed by Contractor between the County and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

CONTRACTOR:

Michael Maillis
Inspec Coatings, Inc.
464 Sycamore Drive
Campbell, OH 44405

License No. 1020600
Business Type: Corporation
inspec2012@gmail.com
(330) 319-0813

By: 

Authorized Representative

Date: 8/11/2023 | 11:23 AM PDT

BID ITEM LIST

BASE BID ITEMS							
Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1			Mobilization / Demobilization	LS	1	\$5,000.00	\$5,000.00
2			Temporary Facilities	LS	1	\$3,000.00	\$3,000.00
3			Remove and replace the exterior paint at Tank No. 2, including the proper disposal of all waste in accordance with plans and specifications	LS	1	\$70,000.00	\$70,000.00
4			Remove and replace the exterior paint at Tank No. 3, including the proper disposal of all waste in accordance with plans and specifications	LS	1	\$65,000.00	\$65,000.00
5			Sludge Removal from Tank No. 3	LS	1	\$3,000.00	\$3,000.00
6			Removal and replacement of the interior lining on Tank No. 3, including the proper disposal of all waste in accordance with plans and specifications	LS	1	\$65,000.00	\$65,000.00
7			Provide and Install Cathodic Protection Hand-Hole Grommets per plans and specifications	LS	1	\$4,000.00	\$4,000.00
ESTIMATED TOTAL (BASE BID ITEMS)							\$215,000.00
SUPPLEMENTAL WORK ITEMS							
Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
S1			Allocation for Environmental and Stormwater Compliance	T&M	1	\$5,000	\$5,000
S2			Allocation for Supplemental Work	T&M	1	\$45,000	\$45,000
ESTIMATED TOTAL (SUPPLEMENTAL WORK ITEMS)							\$50,000
PROJECT TOTAL (BASE BID ITEMS + SUPPLEMENTAL WORK ITEMS)							\$265,000.00

ESTIMATE OF JOB COSTS

Contract/Project No. 120017

Date Opened: August 3, 2023

**Project Name and Location: TAJIGUAS SANITARY LANDFILL RIDGELINE TANK REHABILITATION
PHASE 2 PROJECT IN THE THIRD SUPERVISORIAL DISTRICT**

Bid Amount:	\$	215,000.00
Supplemental Work Total:	\$	50,000.00
Project Contingencies:	\$	21,500.00
TOTAL AUTHORIZATION:	\$	286,500.00

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

Inspec Coatings, Inc.

BY

Title

Date

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Inspec Coatings, Inc.

BY

Title

Date

Submit completed form with your Agreement, Bonds, and Certificates of Insurance.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Inspec Coatings, Inc. (hereinafter referred to as Principal) have by written agreement dated _____, entered into a Contract identified as:

Project Title: TAJIGUAS SANITARY LANDFILL RIDGELINE TANK REHABILITATION PHASE 2 PROJECT IN THE THIRD SUPERVISORIAL DISTRICT
County Project No. 120017

(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the principal is required to file with the County a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and _____

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of **\$215,000.00** for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. The payment bond must also contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

PAYMENT BOND

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability, or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Principal

Surety

BY:

Signature of Attorney-in-fact

DATED:

Address

City, State, Zip

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State, Zip

Fax Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Inspec Coatings, Inc. (hereinafter referred to as Principal) have by written agreement dated _____, entered into a Contract identified as:

Project Title: TAJIGUAS SANITARY LANDFILL RIDGELINE TANK REHABILITATION PHASE 2 PROJECT IN THE THIRD SUPERVISORIAL DISTRICT
County Project No. 120017

(Hereinafter referred to as the Contract) and

That, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and _____

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount **\$215,000.00** for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is currently listed as an insurer authorized and admitted by the California Insurance Commissioner to issue surety insurance in the State of California, in the list published by the California Department of Insurance.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

PERFORMANCE BOND

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability, or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Principal

Surety

BY:

Signature of Attorney-in-fact

DATED:

Address

City, State, Zip

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State, Zip

Fax Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

EXHIBIT C

Indemnification and Insurance Requirements (For Construction Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

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 and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. **Minimum Scope and Limit of Insurance**
Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – **CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire** from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. This provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the CONTRACTOR shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
RESOURCE RECOVERY AND WASTE MANAGEMENT DIVISION**



**ADDENDUM NO. 1
BID BOOK**

FOR

**Tajiguas Sanitary Landfill
Ridgeline Tank Rehabilitation Phase 2
In the Third Supervisorial District**

UNDER:

Bid Book dated 07/31/2023

Standard Specifications dated 2022

Standard Plans dated 2022

COUNTY PROJECT NO. 120017

BID OPENING LOCATION:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=43874>

BID OPENING TIME AND DATE:

2:00pm on Thursday, August 3, 2023

Electronic Advertising Contract

**SCOTT D. McGOLPIN
DIRECTOR OF PUBLIC WORKS**

AGREEMENT TO ACCEPT ELECTRONIC SIGNATURE

COUNTY PROJECT NO. 120017

Pursuant to California Civil Code Section 1633.5(b), the parties hereby agree, unless otherwise prohibited by law, that where project documents (including Bid submittals, Contract(s), and related Agreement(s)) require a party signature, an electronic signature, as that term is defined at California Civil Code Section 1633.2(h), shall have the full force and effect of an original ("wet") signature.


A responsible officer of each party has read and understands the contents of this Agreement and is empowered and duly authorized on behalf of that party to execute it.

County of Santa Barbara
Department of Public Works


Bidder or Contractor

Firm
Name: INSPEC COATINGS, INC.



By: 

Jamie Reyes
Project Manager
July 19, 2023

By: 

Name: ALEXANDRU SUDACOV
Title: PRESIDENT
Date: August 3, 2023

PROPOSAL

TO THE HONORABLE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA
COUNTY PROJECT NO. 120017

NAME OF BIDDER INSPEC COATINGS, INC

BUSINESS P.O. BOX N/A

CITY, STATE, ZIP CAMPBELL, OHIO 44405

BUSINESS STREET ADDRESS 464 SYCAMORE DRIVE
(Include even if P.O. Box is used)

CITY, STATE, ZIP CAMPBELL, OHIO 44405

TELEPHONE NO. 330-319-0813 FAX NO. 330-319-7431

CONTRACTOR LICENSE NO. 1020600 LICENSE CLASSIFICATION C-33

PUBLIC WORKS CONTRACTOR REGISTRATION NO. 1000044861

BUSINESS TYPE (Check one) Corporation: Partnership: Sole Proprietorship:

CONTACT PERSON NAME MICHAEL MAILLIS

CONTACT PERSON PHONE NO. 1-330-319-0813

CONTACT PERSON EMAIL inspec2012@gmail.com

EMPLOYER'S TAX IDENTIFICATION NUMBER 45-4863501

1. Bidder agrees, if this bid is accepted, to enter into a contract with Santa Barbara County, to perform the work provided in the Contract under the terms of the Contract for the price or prices bid.

For a lump sum or unit price-based bid, Bidder additionally agrees to perform the work within the number of working days shown on the *Notice to Bidders*.

For a cost plus time-based bid on a contract without a plant establishment period, Bidder additionally agrees to perform the work within the number of working days.

For a cost plus time-based bid on a contract with a plant establishment period, Bidder additionally agrees to perform the non-plant establishment work within the number of working days for non-plant establishment work.

2. For a lump sum based bid, Bidder submits this bid with a total price in the total bid space provided on the Bid Item List.

For a unit price or cost plus time-based bid, Bidder submits this bid with a unit price and the item total (the product of the unit price and the quantity) for each item and a total price (the sum of the item totals) in the spaces provided on the attached Bid Item List.

For a cost plus time-based bid, Bidder submits this bid with working days bid for non-plant establishment work, total bid for time, and total bid for bid comparison in the spaces provided on the Bid Item List.

Bidder agrees:

2.1. If a discrepancy between the unit prices and the item total exists, the unit price prevails except:

- 2.1.1. If the unit price is illegible, omitted, or the same as the item total, the item total prevails and the unit price is the quotient of the item total and the quantity.
- 2.1.2. If a decimal error is apparent in the product of the unit price and the quantity, the County will use either the unit price or item total based on the closest by percentage to the unit price or item total in the County's Final Estimate.
- 2.2. If the unit price and the item totals are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.
- 2.3. Bids on lump sum items are item totals. If a unit price of a lump sum item is entered and it differs from the item total, the item total prevails.
- 2.4. Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.
- 2.5. Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.
- 2.6. Bid comparisons are prescribed in Section 2-1.09 of the Standard Specifications as amended by the County's General Provisions.
- 2.7. The County's decision on the bid amount is final.
- 3. The contractor shall possess a Class A license at the time this contract is awarded. CONTRACTOR and all Subcontractors shall have all licenses required by the State for the type of work being done (see <https://cslb.ca.gov/>).

4. Bidder has and acknowledges the following addenda (if applicable):

1 DATED July 31, 2023

5. Bidder submits this bid with one of the following forms of bidder security equal to at least 10 percent of the bid:

Bidder Security Amount: \$ 26,500⁰⁰

Payment Form (Check one): Cash Cashier's Check Certified Check Bidder's Bond

6. Bidder's signature is an affirmation of the included certifications. Bidder is cautioned that making a false certification may result in one or more of the following:

- 6.1. Criminal prosecution.
- 6.2. Rejection of Bid.
- 6.3. Rescission of the award.
- 6.4. Termination of the Contract.

Alexandru Sudacov
BY (Authorized signature)

August 3, 2023
DATE SIGNED (Do not type)

ALEXANDRU SUDACOV PRESIDENT
PRINTED NAME AND TITLE OF PERSON SIGNING



BID ITEM LIST

BASE BID ITEMS							
Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
1			Mobilization / Demobilization	LS	1	5000 ⁰⁰	5000 ⁰⁰
2			Temporary Facilities	LS	1	3000 ⁰⁰	3000 ⁰⁰
3			Remove and replace the exterior paint at Tank No. 2, including the proper disposal of all waste in accordance with plans and specifications	LS	1	70,000 ⁰⁰	70,000 ⁰⁰
4			Remove and replace the exterior paint at Tank No. 3, including the proper disposal of all waste in accordance with plans and specifications	LS	1	65,000 ⁰⁰	65,000 ⁰⁰
5			Sludge Removal from Tank No. 3	LS	1	3000 ⁰⁰	3000 ⁰⁰
6			Removal and replacement of the interior lining on Tank No. 3, including the proper disposal of all waste in accordance with plans and specifications	LS	1	65,000 ⁰⁰	65,000 ⁰⁰
7			Provide and Install Cathodic Protection Hand-Hole Grommets per plans and specifications	LS	1	4000 ⁰⁰	4000 ⁰⁰
ESTIMATED TOTAL (BASE BID ITEMS)							215,000 ⁰⁰
SUPPLEMENTAL WORK ITEMS							
Item No	P-F	Item Code	Description	Unit	Quantity	Unit Price	Item Total
S1			Allocation for Environmental and Stormwater Compliance	T&M	1	\$5,000	\$5,000
S2			Allocation for Supplemental Work	T&M	1	\$45,000	\$45,000
ESTIMATED TOTAL (SUPPLEMENTAL WORK ITEMS)							\$50,000
PROJECT TOTAL (BASE BID ITEMS + SUPPLEMENTAL WORK ITEMS)							265,000⁰⁰

SUBCONTRACTOR LIST

COUNTY PROJECT NO. 120017

The Bidder must identify each subcontractor performing work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Public Contract Code 4100 § et seq.). Submit the name and location of the place of business, telephone and fax number, and license number and classification of each subcontractor. List the portion of work that will be done by each subcontractor for each subcontract by individual item number, percent of item, dollar amount of item, and brief description. You may submit the percentage of each bid item subcontracted with your bid by email to jreyes@countyofsb.org within 24 hours after bid opening.

NAME OF BIDDER: INSPEC COATINGS Inc SUBCONTRACTOR LIST, PAGE NO. 1 OF 1

Name	Item No.	Percent of Item	Dollar Amount
Address	Description of Above Item		
City, State, Zip			
Phone Number	Item No.	Percent of Item	Dollar Amount
Fax Number	Description of Above Item		
E-Mail Address			
Public Works Contractor Registration Number	Item No.	Percent of Item	Dollar Amount
License Number and Classification	Description of Above Item		
Name	Item No.	Percent of Item	Dollar Amount
Address	Description of Above Item		
City, State, Zip			
Phone Number	Item No.	Percent of Item	Dollar Amount
Fax Number	Description of Above Item		
E-Mail Address			
Public Works Contractor Registration Number	Item No.	Percent of Item	Dollar Amount
License Number and Classification	Description of Above Item		
Total Dollar Amount of This Page	Total Dollar Amount of All Pages		

BY: _____
Bidder's Signature

NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

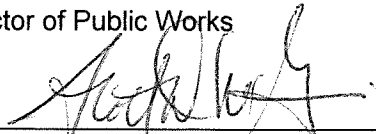
COUNTY SIGNATURE PAGE

Agreement for services and work to be performed by Contractor between the County and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin, Director
Director of Public Works

By: 
Department Head

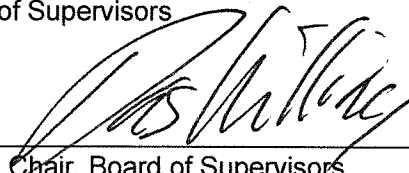
ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

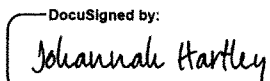
Das Williams, Chair
Board of Supervisors

By: 
Chair, Board of Supervisors

Date: 9-19-23

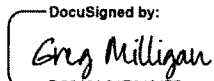
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
C150A3FB83F7754
Johannah Hartley
Deputy County Counsel

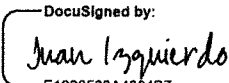
APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

By: 
DC240AC1E64247D...
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
E1098503A4304B7...
Deputy

Fiscal Responsibility _____

Department	Division	Subdivision	Program	Organization Unit	Fund	Account	Area
054			1200	1200	1930	8200	TJLF

BIDDER'S BOND

DO NOT DETACH

KNOW ALL MEN BY THESE PRESENTS:

That we, Inspecc Coatings, Inc.

as Principal, and

United Casualty and Surety Insurance Company as Surety

(hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called Owner) in the penal sum of 10 percent of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Owner for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business of Insurance In The State Of California During 1995 (including changes effective January 1, 1996), published by the Department of Insurance, State of California or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of

DOLLARS, Ten percent of bid amount (\$ 10%).

The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

**Tajiguas Sanitary Landfill
Ridgeline Tank Rehabilitation Phase 2
14470 Calle Real, Santa Barbara, California
COUNTY PROJECT NO. 120017**

for which bids are to be opened on **Thursday, August 3, 2023**, has been submitted by Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein specified after the opening of the same, or, if no period be specified within sixty (60) days after said opening and shall within the period specified therefor, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him or her for signature, enter into a written Contract with Owner, in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void, otherwise, it shall remain in full force, virtue and affect.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any change, extension, alteration, or addition.

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetency of the Principal shall not relieve the Surety of its obligations hereunder.



UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

POWER OF ATTORNEY

Agency No: 171386

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Anthony Balzano, Deborah Roth, JoAnn Smith, Cynthia S. Richter

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Five Hundred Thousand & 00/100 Dollars [\$3,500,000.00], This Power of Attorney shall expire without further action on December 31st, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 1st day of July, 2022



UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

Michael T. Porsch
Michael T. Porsch, Treasurer

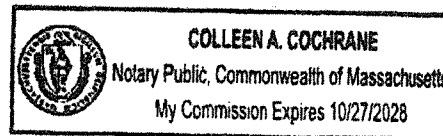
Corporate Seals

Commonwealth of Massachusetts
County of Middlesex ss:

On this 1st day of July, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)
Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 3rd
August, 2023

Corporate Seals



Robert F. Thomas
Robert F. Thomas, President

CERTIFICATIONS: PUBLIC CONTRACT CODE

UNDOCUMENTED ALIENS EMPLOYMENT

Under Public Contract Code § 6101, the Bidder certifies compliance with state and federal law respecting the employment of undocumented aliens.

NONCOLLUSION

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Under PCC 7106 and 23 USC 112, the bidder declares as follows:

State of California County of MARIN

MICHAEL MAILLIS, being first duly sworn,

deposes and says that he or she is Project MANAGER AND TREASURER of

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

VIOLATION OF LAW OR A SAFETY REGULATION

Under Public Contract Code § 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

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

Yes No

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

CERTIFICATIONS: PUBLIC CONTRACT CODE

CHILD SUPPORT COMPLIANCE ACT

Under Public Contract Code § 7110, the contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The contractor to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department.

ANTITRUST LAW

Under Pub Con Code § 10285.1, the Bidder declares under penalty of perjury under the laws of the State of California that the Bidder has has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code § 1101, with any public entity, as defined in Public Contract Code § 1100, including the Regents of the University of California or the Trustees of the California State University. The term 'Bidder' includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

If the Bidder has been convicted of an offense within the past 3 years, provide the conviction details including the date and ultimate resolution of each conviction in the space below.

ANTIBIDDER RESPONSIBILITY QUESTIONNAIRE

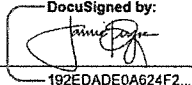
Failure to truthfully answer the following questions will result in a finding that the bid is nonresponsive. The Bidder must complete, under penalty of perjury, the following questionnaire:

1. Within the past 10 years, has the Bidder been found to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?
 Yes No
2. Within the past 10 years, have any of the Bidder's officers or employees with a proprietary interest in the Bidder been determined to be a nonresponsible bidder by a public entity, including federal, State, local or regional entities?
 Yes No
3. Is there any officer or employee of the Bidder who now has or has had any proprietary interest in another company that bid or bids on public works projects whose company has been determined to be a nonresponsible bidder by any public entity, including federal, State, local, or regional entities?
 Yes No
4. If the answer to any of the 3 preceding questions is yes, disclose all pertinent details of the determination of nonresponsibility, including:
 - 4.1. Date of each nonresponsibility determination
 - 4.2. Name of each public agency issuing the nonresponsibility determination and a contact person at that agency who would have information about the determination
 - 4.3. Contract number for each nonresponsibility determination



one
COUNTY
one
FUTURE

**ADDENDUM NO. 1 to the Bid Book and County Provisions
for: Tajiguas Sanitary Landfill Ridgeline Tank
Rehabilitation Phase 2 (County Project No. 120017)**

Prepared By:  7/31/2023 | 1:14 PM PDT
Jamie Reyes, PE Date

***Attach only this page of the Addendum to the back of the front cover of the Bid Book.
There will be no change to the Bid Opening date.**

This Addendum No. 1 is being generated to address the following 6 items:

1) ADDENDUM 1 BID BOOK

Update Bid Item List as follows:

Remove Item No. 7: Miscellaneous mechanical repair work, including all materials, equipment, and access equipment already mobilized

Remove Item No. 9: Dehumidification equipment in accordance with the plans and specifications

2) COUNTY PROVISIONS – SECTION 2 BIDDING

Amend Section 2-1.33A (modified in red/blue) as follows:

Replace section 2-1.33A with:

Complete Line Items in PlanetBids. Submit Line Items with your bid in PlanetBids.

Complete forms in the Bid Book. Submit the forms with your bid in PlanetBids.

Submit Contract Qualifications, per Technical Specifications Section 1.06, with your bid in PlanetBids.

On the Subcontractor List, you may either submit the percentage of each bid item subcontracted with your bid or E-Mail the percentage to: jreyes@countyofsb.org or deliver to Jamie Reyes, at: 130 E



one
COUNTY
one
FUTURE

**ADDENDUM NO. 1 to the Bid Book and County Provisions
for: Tajiguas Sanitary Landfill Ridgeline Tank
Rehabilitation Phase 2 (County Project No. 120017)**

Prepared By: _____

DocuSigned by:

192EDADE0A624F2...

Jamie Reyes, PE

7/31/2023 | 1:14 PM PDT

Date

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Submit Contract Qualifications, per Technical Specifications Section 1.06, with your bid in PlanetBids.

On the Subcontractor List, you may either submit the percentage of each bid item subcontracted with your bid or E-Mail the percentage to: jreyes@countyofsb.org or deliver to Jamie Reyes, at: 130 E

Victoria Street, Santa Barbara, CA 93101, within 24 hours after bid opening. Except for the percentage of each bid item subcontracted, do not E-Mail submittals.

3) COUNTY PROVISIONS – SECTION 5 CONTROL OF WORK

Amend Section 5-1.43 (modified in red/blue) as follows:

You must follow Pub Cont Code § 9204 to pursue a potential claim.

Resolution of Construction Claims shall meet the requirements of Public Contract Code 20104 - 20104.6.

4) COUNTY PROVISIONS – SECTION 8 PROSECUTION AND PROGRESS

Amend Section 8 (modified in red/blue) as follows:

Replace the 1st paragraph of section 8-1.04B with:

Start job activities within 26 8 calendar days after the project has been awarded by the Board of Supervisors of the County of Santa Barbara, or the Board of Supervisors' authorized representative.

Augment SECTION 8 PROSECUTION AND PROGRESS,

Paragraph 8-1.02C with the following information:

SCHEDULE

Within 7 days of the approval of the Project Authorization by the COUNTY, the Contractor shall submit a proposed Schedule of Operations to the COUNTY and the Project CM. The schedule shall indicate the critical item of operations and milestones established by the COUNTY. The schedule shall also reflect anticipated submittal dates for shop drawings (if required), and procurement, fabrication, and delivery schedules of major materials required for the project. The Schedule shall be in and approved Project Scheduling Format by the CM, and shall be submitted via electronically and submit hard copies at each meeting.

If the Contractor elects to submit an early completion schedule for the project, the Contractor shall do so at its risk and such a submission does not change the Contract completion date reflected in the Notice to Proceed. The COUNTY will not accept any responsibility for, nor be held liable for, any damages

allegedly caused by the Contractor's failure to complete the Project within its proposed early completion schedule.

No changes shall be made to the critical path logic of the schedule unless such changes have been approved, in writing, by the CM. The Project Schedule shall be updated monthly. The updated schedules shall indicate any deviations from the original schedule and provide a narrative description of problem areas, current and anticipated delaying factors and their impact, and an explanation of corrective actions taken or proposed.

In addition to the Schedule of Operations, the Contractor shall submit a ~~three-two-week~~ "look-ahead" schedule at the first weekly progress meeting. The "look-ahead schedule" shall be updated continuously and resubmitted at every weekly progress meeting. The "look ahead" schedule will include only those activities that will be in progress, started, or completed during the next three-week period.

~~In conjunction with the schedule submittal, the contractor shall also provide a map showing the proposed phasing of construction activities. This map shall delineate the phasing of construction (consistent with the requirements of these Specifications), haul routes, water supply/storage, and erosion control features to be implemented for the protection of the site.~~

5) COUNTY PROVISIONS – SECTION 13 WATER POLLUTION CONTROL

Amend Section 13.1.01D (4) Stormwater Pollution Control (modified in red/blue) as follows:

Stormwater compliance is not required for this project, but shall be completed if the County determines at any point in the project that it is required. If required:

The Contractor will furnish a site-specific Stormwater Management Plan (SWMP) for the affected area of the landfill at which the work is to be conducted. The Project's SWMP shall be designed to work in conjunction with the site's existing industrial SWMP. The purpose of the Project's SWMP is to provide adequate Best Management Practices (BMPs) in the construction area in order to meet the water quality standards and not affect existing industrial operations. The contractor is responsible to meet the requirements of the NPDES Regulations, the Project's SWMP, perform work in accordance with the BMPs as recommended in the California Storm Water Quality Association's Best Management Practices

Handbook – Construction, published by the California Storm Water Quality Association (CASQA), and as required to eliminate both non-stormwater pollution and stormwater run-off related pollution resulting from the construction activities.

6) COUNTY PROVISIONS – SECTION 18 DUST PALLIATIVES

Amend Section 18 (modified in red/blue) as follows:

18-4.01 CONSTRUCTION WATER

Developing a water supply and applying water shall conform to the provisions in Section 18, "Dust Palliatives," of the Standard Specifications and these special provisions. A limited supply of water is available for construction activities from onsite reservoirs, wells, and storage tanks. However, the County anticipates that onsite water from the County Operations Deck hydrant, located near the County Operations trailers on the east side of the Tajiguas Landfill site, ~~County-owned wells No. 3 and 5, along with initial stored construction water, which supplies the 290-deck water storage tanks~~ "Construction Water Source" (see Sheet 2) will be sufficient to prosecute the work.

~~18-4.02 MATERIALS~~

~~18-4.02 On-Site Water Supply~~

~~The West Ridge storage tanks are subject to the two wells (Wells No.3 and No.5) production rates once the initial tank storage volume is utilized by the contractor and County operations. The Contractor is advised that the volume of water supplied by wells No.3 and No.5 is approximately a combined 20 gallons per minute. The County Operations will have an initial, at start of construction, 300,000 gallons of water stored in the West Ridge Storage tanks. This water will be available to the Contractor. The Contractor is advised that the maximum volume of water that can be use from the 290-deck "Construction Water Source" is approximately 20,000 gallons per day and stored water of 300,000 gallons for the entirety of the project.~~

18-4.03 MEASUREMENT AND PAYMENT

18-4.03A Construction Water

No additional payment for on-site Construction Water shall be made. All costs for development, transport and application of on-site construction water from the County's ~~280~~ Operations Deck for

~~compaction of materials, testing, dust control, and other~~ construction uses shall be considered as included in the various earthwork items and no additional compensation will be made.

END OF ADDENDUM 1

Tajiguas Sanitary Landfill Ridgeline Tank Rehabilitation ...

Bid Detail

Project Title

Tajiguas Sanitary Landfill Ridgeline Tank Rehabilitation - Phase 2

Invitation #

120017-01

Bid Posting Date

07/19/2023 1:57 PM (PDT)

Project Stage

Award Pending

Bid Due Date

08/03/2023 2:00 PM (PDT)

Response Format

Electronic

Project Type

Bid

Response Types

Line Items

Bid Book (required)

Contractor Qualifications (per Technical Specifications Section 1.06) (required)

Type of Award

Lump Sum

Categories

238320 - Painting and Wall Covering Contractors

325510 - Paint and Coating Manufacturing

332420 - Metal Tank (Heavy Gauge) Manufacturing

562991 - Septic Tank and Related Services

License Requirements

C-33

Department

Santa Barbara County Public Works

Address

130 E Victoria Street

Suite 100

Santa Barbara, California

93101

County

Santa Barbara

Bid Valid**Liquidated Damages****Estimated Bid Value****Start/Delivery Date**

10/02/2023

Project Duration
31 Working Days

Bid Bond

Bid Bond
10.00%
Payment Bond
0.00%
Performance Bond
0.00%

Pre-Bid Meeting Information

Pre-Bid Meeting
Yes - Not Mandatory
Pre-Bid Meeting Date
07/25/2023 10:00 AM (PDT)
Pre-Bid Meeting Location
MRF Building Parking Lot 14470 Calle Real, Goleta, CA 93117

Online Q&A

Online Q&A
Yes
Q&A Deadline
07/28/2023 2:00 PM (PDT)

Contact Information

Contact Info.
Jamie Reyes / 805-882-3625
jreyes@countyofsb.org
Bids to
Owner's Agent

Description

Scope of Services
Removal and replacement of the exterior paint on the Ridgeline Water Storage Tanks No. 2 and No. 3, and the interior relining of Ridgeline Water Storage Tank No. 3.

Other Details

Pre-bid meeting is not mandatory. If you plan on attending, please contact Jamie Reyes at jreyes@countyofsb.org by 3pm on July 24.

Notes

Special Notices

Local Programs & Policies

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS

Bids open at **2:00 PM on THURSDAY, AUGUST 3, 2023** for:

TAJIGUAS SANITARY LANDFILL RIDGELINE TANK REHABILITATION PHASE 2 IN THE THIRD SUPERVISORIAL DISTRICT

COUNTY PROJECT NO. **120017**

General project work description: Replace interior and exterior coating and perform as-needed repairs to Tajiguas Landfill's west ridgeline water tanks.

The Project Specifications and Bid Book are available at
<https://www.planetbids.com/portal/portal.cfm?CompanyID=43874>.

Submit bids to the web address below. Bids will be opened and available at the web address- below immediately following the submittal deadline.

PlanetBids
<https://www.planetbids.com/portal/portal.cfm?CompanyID=43874>

Complete the project work within **Thirty-One (31) Working Days**.

The estimated cost of the project is **\$255,000**.

A pre-bid meeting is scheduled for this project on **Tuesday, July 25, 2023 at 10:00am at 14470 Calle Real, Santa Barbara, California**. The pre-bid meeting is not mandatory. Please contact Jamie Reyes at jreyes@countyofsb.org by **3:00pm on July 24th** if you plan on attending.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR website, <https://www.dir.ca.gov/>.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be submitted as a bidder inquiry by 2:00 p.m. on the Friday of the week preceding bid opening. Submittals after this date will not be addressed. Questions pertaining to this Project prior to Award of the Contract must be submitted via PlanetBids Q&A tab.

Bidders (Plan Holders of Record) will be notified by electronic mail if addendums are issued. The addendums, if issued, will only be available on PlanetBids, <https://www.planetbids.com/portal/portal.cfm?CompanyID=43874>.

By order of the Board of Supervisors of the County of Santa Barbara, this project was authorized to be advertised on July 18, 2023.

Scott D. McGolpin
Director of Public Works

COUNTY PROVISIONS

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below can be found at <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>.

SPECIAL PROVISIONS

Special provisions are under headings that correspond with the main-section headings of the Standard Specifications. A main-section heading is a heading shown in the table of contents of the Standard Specifications.

Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Replace or add the following terms to section 1-1.07B:

Business Day: Day on the calendar except Saturday, Sunday or holiday.

County: The County of Santa Barbara, a political subdivision of the State of California.

County Clerk: The County Clerk of the County of Santa Barbara.

Department: The County of Santa Barbara acting by and through its Department of Public Works; its authorized representatives.

Director: Director of Public Works of the County of Santa Barbara, or the Director's duly authorized representative.

Engineer: Any duly authorized representative of the Director of Public Works of the County of Santa Barbara.

Holiday: Holidays shown in the following table:

Holidays	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25th

2/12 & 3/31 are not holidays for public works.

If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday is a holiday. No work allowed on County Furlough Days December 25th Through January 1st.

State: The State of California and its political subdivisions, the County of Santa Barbara.

Supplemental Work: Change Order Work.

**Replace section 1-1.12 with:
1-1.12 MISCELLANY**

Make checks and bonds payable to the County of Santa Barbara.

2 BIDDING

Add to section 2-1.02:

Section 10285.1 of the Public Contract Code applies.

Replace the 2nd through 4th sentences of the 2-1.06A with:

The *Notice to Bidders and Special Provisions, Bid Book*, and project specifications are available on PlanetBids at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=43874>
Caltrans Standard Specifications, Standard Plans and Revised Standard Plans are available at State of California, Department of Transportation (Caltrans) website at: <http://ppmoe.dot.ca.gov/des/oe/construction-contract-standards.html>

Replace section 2-1.06B with:

2-1.06B Supplemental Project Information

The Department makes supplemental information available as specified in the special provisions.

Delete sections 2-1.15 to 2-1.27

Replace section 2-1.33A with:

Complete forms in the Bid Book. Submit the forms with your bid.

On the Subcontractor List, you may either submit the percentage of each bid item subcontracted with your bid or E-Mail the percentage to: jreyes@countyofsb.org or deliver to Jamie Reyes, at: 130 E Victoria Street, Santa Barbara, CA 93101, within 24 hours after bid opening.

Except for the percentage of each bid item subcontracted, do not E-Mail submittals.

Add to section 2-1.33B:

The Board of Supervisors reserves the right to waive technical errors and discrepancies if it determines it is in the public interest to do so.

If the project has additive bid items or additive groups, the lowest responsible bidder will be determined in accordance with Public Contract Code Division II, Part 3, Chapter 1, Section 20103.8, Subdivision (c) and as follows:

1. The project funding amount will be disclosed before the first bid is opened.
2. The lowest responsible bidder will be determined on the basis of the Total Base Bid plus Total Additive Items or Total Base Bid plus Total Additive Groups, if any.
3. In the event that all bids including Total Base Bid plus Total Additive Items or Total Base Bid plus Total Additive Groups exceeds the project funding amount, the lowest bid will be determined on the basis of the Total Base Bid plus those additive items or Total Base Bid plus those additive groups that, when taken in numerical order from the additive list, and added to the Total Base Bid are less than or equal to the funds available.

(c)The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

Add to section 2-1.33C:

If you make a clerical error in listing subcontractors, submit a written notice to the Director of Public Works within two working days after the time of the bid opening with copies of the notice also being sent to the subcontractors involved.

Add to section 2-1.34:

If the bid schedule includes alternative or additive items or additive groups, the bid bond must equal at least 10% of the bid plus all alternatives and additives.

Delete the 2nd sentence of the last paragraph of section 2-1.34

3 CONTRACT AWARD AND EXECUTION

**Replace section 3-1.04 with:
3-1.04 CONTRACT AWARD**

Submit any bid protest before 5:00 p.m. of the 10th business day following bid opening. Include the name, address and telephone number of your designated representative with a complete statement for grounds of the protest. The protest must refer to the specific portion of the document which forms the basis for the protest. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be affected by the outcome of the protest. Such parties must include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

If the County awards the contract including additive items or additive groups, total bid shall include Total Base Bid plus those additive items or Total Base Bid plus those additive groups used in determining the lowest responsible bidder.

If the County awards the contract, the award is made to the lowest responsible bidder within 65 days.

If the lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the second lowest responsible bidder. Such award, if made, will be made within 80 days after the opening of bids. If the second lowest responsible bidder refuses or fails to execute the contract, the Director may award the contract to the third lowest responsible bidder. Such award, if made, will be made within 95 days after the opening of the proposals. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

**Replace Section 3-1.05 with:
3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)**

The successful bidder must furnish 2 bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid. The payment bond must also contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

You may provide alternative securities for monies withheld to ensure performance per the terms of Public Contract Code § 22300.

The County furnishes the successful bidder with bond forms.

Both the payment and performance bonds must be executed by one and only one surety. That Surety must be admitted and listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California for the current year and must be further authorized by the commissioner to issue surety insurance.

Replace Section 3-1.18 with:

The successful bidder must sign the County Agreement (Contract).

Deliver to the County:

1. Copy of the County Agreement (Contract) bearing verified digital signatures.
2. One (1) hard copy and one (1) digital copy of the Performance and Payment Bonds.
3. Executed Certificate of Insurance Transmittal form.
4. Insurance Certificates.
5. Executed Taxpayer identification and certification (IRS Form W-9).
6. A copy of your company's policy on drugs and alcohol.
7. A copy of your Injury and Illness Prevention Program.

The County must receive these documents by 4:00 pm on the 8th business day after the bidder receives the unexecuted Contract and Certificate of Insurance Transmittal form.

The bidder's security may be forfeited, and a successful bidder may be prohibited from participating in future bidding on the project, for failure to execute the contract within the time specified. (Public Contract Code Sections 5101, 5105, 5106).

4 SCOPE OF WORK

Phasing of the work shall be performed in the following order:

1) **Phase 1**

- i) The Contractor shall complete the removal and replacement of exterior paint for Tank Nos. 2 and 3 (Bid Item Nos. 3 and 4) per the Technical Specifications.
- ii) Concurrent to or upon completion of the work described in i) above, Contractor shall perform sludge removal from Tank 3 (Bid Item No. 5) per the Technical Specifications, and haul to a specified location per direction of the Engineer or Landfill Supervisor.

2) **Phase 2**

- i) Concurrent with or upon completion of Phase 1, the Contractor shall complete the interior work of Tank No. 3 (Bid Item No. 6).

The timeline for completion of both Phases 1 and 2 shall be included in the project schedule. The project schedule shall be prepared and submitted per Section 8 of the County Provisions.

5 CONTROL OF WORK

Replace the 2nd paragraph of section 5-1.02 with:

If a discrepancy exists, the governing ranking of Contract parts in descending order is:

1. Notice to Bidders and Special provisions (Technical Provisions take precedent over County Provisions)
2. Project plans
3. Revised standard specifications
4. Standard specifications
5. Revised standard plans
6. Standard plans
7. Supplemental project information
8. Written numbers and notes on a drawing govern over graphics
9. A detail drawing governs over a general drawing
10. A detail specification governs over a general specification
11. A specification in a section governs over a specification referenced by that section

Add to section 5-1.09:

Section 5-1.09 applies if there is a bid item for *Partnering*.

Add to section 5-1.17:

You must implement a policy on drugs and alcohol conforming to 49 CFR 40. Submit a copy of your policy at the preconstruction meeting.

Add to section 5-1.23:

Make all submittals to the Engineer.

Replace "3" in the second paragraph of section 5-1.27B with "4"

Replace section 5-1.27C with:

Make your records available for inspection, copying, and auditing by County representatives for the same time frame specified under section 5-1.27B. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by County representatives for the same period. Before Contract acceptance, the County representative notifies the Contractor, subcontractor(s), or supplier(s) five (5) business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the County representative notifies the Contractor, subcontractor(s), or supplier(s) of the date when the audit is to start.

Replace the 2nd through 4th paragraphs of section 5-1.27E with:

Submit change order bills to Engineer.

Replace section 5-1.37B(1) with:

For areas within the project limits, which shall be subject to the Contractor providing protective measures and repairing related damage, construction equipment exceeding the size or weight limits in Veh Code Div 15 may move over:

1. Public roads within the highway
2. Treated base or pavement under construction or completed
3. Culverts and pipes
4. Structures whether open to traffic or not, that are designed for AASHTO HS20-44 live loading, except culverts and pipes. Before crossing one of these structures, submit a transportation permit including the dimensions and maximum axle loadings of the equipment; and unless a material hauling equipment lane on a bridge is shown on the drawings, comply with the following specifications:
 - 4.1. The maximum loading on a bridge due to pneumatic-tired truck and trailer combinations must not exceed:
 - 4.1.1. 28,000 lb for single axles
 - 4.1.2. 48,000 lb for tandem axles
 - 4.1.3. 60,000 lb total gross load for single vehicles
 - 4.1.4. 110,000 lb total gross load for truck and trailer or semi-trailer combinations
 - 4.2. The loading on a bridge due to 2- and 3-axle pneumatic-tired earthmovers must not exceed that shown in the following table:

Allowable Construction Loading on Bridges for 2- and 3-Axle Earthmovers

Bridge girder center-to-center spacing (feet)	Maximum axle loading (pounds)
4	28,000
5	29,000
6	30,000
7	32,000
8	34,000
9	37,000
10 and over	40,000

NOTE: Minimum axle spacing:

- | | |
|---|--|
| For 2-axle earthmovers:
Axles 1 to 2 = 20 feet | For 3-axle earthmovers:
Axles 1 to 2 = 8 feet
Axles 2 to 3 = 20 feet |
|---|--|

- 4.3. All loads proposing to exceed the limits established for the structure in question shall require additional mitigation, in the form of structure avoidance, strengthening, or providing testing and/or calculations satisfying integrity and safety of the structure under the proposed loading, at the discretion of the Engineer. Established limits for structures may be found in the most recent Annual Permit Load Restriction List
5. Completed or existing base, pavement, and structures under the Department's Transportation Permits Manual, whether open to the public or not.

Loads imposed on existing, new, or partially completed structures must not exceed the load-carrying capacity of the structure or any portion of the structure as determined by AASHTO LRFD with interims and California Amendments, Design Strength Limit State II. The f_c to be used in computing the load-carrying capacity must be the smaller of the following:

1. Actual compressive strength at the time of loading
2. Value of f_c shown on the plans for that portion of the structure or 2.5 times the value of f_c shown on the plans for portions of the structure where no f_c is shown

Replace section 5-1.43 with:

You must follow Pub Cont Code § 9204 to pursue a potential claim.

Delete section 5-1.43E

6 CONTROL OF MATERIALS

Delete the 2nd sentence of the 3rd paragraph of section 6-2.03:

Replace the 2nd paragraph of section 6-3.02 with:
Submit a substitution request no later than the 4th working day following bid opening.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

**Replace section 7-1.02l(1) with:
7-1.02l(1) Santa Barbara County Code, Chapter 2, Article XIII
Sec. 2-94. - Exceptions.**

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America.

Sec. 2-95. - Prohibition of unlawful discrimination in employment practices.

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the County of Santa Barbara including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the County finds that the Contractor is discriminating or has discriminated against any person in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status. This right of termination extends to contracts entered into by the County of Santa Barbara or by its joint powers, agencies or agents so long as the County obtains the consent of those parties.

Such finding may only be made after Contractor has had a full and fair hearing on notice of thirty days before an impartial hearing officer at which hearing Contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the County. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, Contractor may move in the appropriate court of law for damages and/or to compel specific performance of a Contractor or agreement if any of the above procedures are not afforded to the Contractor. If Contractor is not found to have engaged in unlawful discriminatory practices, County shall pay all costs and expenses of such hearing, including reasonable attorneys' fees, to Contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If Contractor is found to have engaged in such unlawful discriminatory employment practices, Contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the Contractor shall forthwith reimburse the County for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to Contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to Contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

With respect to employment discrimination, employment practices shall include, but are not limited to, employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation or selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to Contractor reasonably prior to the time Contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the County. No records or copies of such records may be removed from the premises of Contractor, and no disclosure, oral or written, of such record may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not Contractor is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the County shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara.

Sec. 2-95.5. - Exceptions.

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve months from the date of the contract by an

agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the County Affirmative Action Officer. Loss of such approval shall be immediately reported by such party to the County Affirmative Action Officer.

Sec. 2-96. - Purchase orders.

Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order."

Sec. 2-97. - Affirmative Action Officer.

At the discretion of the County Affirmative Action Officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the Affirmative Action Officer, then the Affirmative Action Officer shall cause the matter to be presented for action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the Affirmative Action Officer, County Counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the Affirmative Action Officer shall forthwith present the entire matter to the Board of Supervisors of the County, together with all damages, costs and expenses related thereto and incurred by County, for appropriate action by the Board of Supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara.

Sec. 2-98. - Youth group anti-discrimination.

(a) Neither the County of Santa Barbara, nor any of its agencies, departments, affiliates, or political subdivisions over which it exercises jurisdiction, shall:

- (1) Deny any youth group equal access to, or fair opportunity to conduct meetings or other events at, or otherwise utilize any public facility;
- (2) Deny any youth group use permits or licenses regarding, or otherwise withhold from any youth group permission to use, any public facility; or
- (3) Otherwise discriminate against any youth group; on the basis of the membership or leadership criteria of such youth group.

(b) For purposes of this section, a public facility shall include any public forum, limited public forum, public property, or public area including any public building, park, beach, campground, or any other area controlled or operated by the County of Santa Barbara.

(c) For purposes of this section, a youth group means any group or organization intended to serve young people under the age of twenty-one.

Add to section 7-1.02K(1):

7-1.02K(1)(a) - Joint Labor Compliance Monitoring Program

The Joint Labor Compliance Monitoring Program monitors labor compliance by conducting interviews with construction workers at the job site. You, and all subcontractors, must cooperate in allowing approved Compliance Group Representatives along with a County employee access to the project employees and work site for the purpose of conducting worker interview to ensure compliance with the requirement to pay prevailing wages on County projects. This will be done in order to comply with the Board of Supervisors July 10, 2012, adoption of a Joint Labor Compliance Monitoring Program.

Each Compliance Group Representative will always be accompanied with a County employee for a joint contractor worker interview. The Compliance Group Representative will be issued an identification card by the County at the job site. Compliance Group Representatives must restrict their actions to interviewing workers employed on the project. A copy of the Joint Labor Compliance Monitoring Program and Board Letter adoption from July 10, 2012, is available on request.

7-1.02K(1)(b) Compliance Monitoring by the Department of Industrial Relations

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (Labor

Code § 1771.4).

Add to section 7-1.02K(6)(a):

Your Injury and Illness Prevention Program must include:

1. Safety manual
2. Jobsite checklist
3. Equipment safety checklist
4. Tailgate safety meetings
5. Permit application and job notification form (Construction, Demolition, Trenches, Excavation, Building, Structures, Falsework, Scaffolding) Form Cal/OSHA S-691, latest edition

Replace section 7-1.02P with:

7-1.02P County Ordinance

7-1.02P(1) General

Comply with County Ordinances.

Copies of County Ordinances are available at http://www.municode.com/library/CA/Santa_Barbara_County, and at County offices located at 123 East Anapamu Street, Santa Barbara, CA 93101.

7-1.02P(2) Grading

Comply with section 13.

Santa Barbara County Grading Ordinance and Santa Barbara Flood Control and Water Conservation District Ordinance No. 35 prohibits the dumping of debris or other materials in a watercourse so as to obstruct or impede normal flow of water therein.

7-1.02P(3) Preservation of Monuments

Comply with Ordinance 1491, in particular, County Code Chapter 28, Article I, Section 49.

Replace section 7-1.05 with:

7-1.05 INDEMNIFICATION

7-1.05A General

You must indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the County.

7-1.05B Notification of Accidents and Survival of Indemnification Provisions

You must notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions must survive any expiration or termination of this Agreement.

Replace section 7-1.06 with:

7-1.06 INSURANCE

7-1.06A General

You must 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 and the results of your work, your agents, representatives, employees or subcontractors.

7-1.06B Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If you maintain higher limits than the minimums shown above, the County requires and shall be entitled to

coverage for the higher limits you maintain. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

7-1.06C Other Insurance Provisions

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

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by you or on your behalf including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to your insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, your insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's your insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – You agree to waive rights of subrogation which any of your insurer may acquire from you by virtue of the payment of any loss. You agree to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the County for all work performed by you, your employees, agents and subcontractors. This provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. At County's option, either: cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, agents and volunteers; or provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – You must furnish proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements must be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive your obligation to provide them. You must furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – You must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and you must ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, you must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. You agree to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

8 PROSECUTION AND PROGRESS

Replace the 1st paragraph of section 8-1.04B with:

Start job activities within 26 calendar days after the project has been awarded by the Board of Supervisors of the County of Santa Barbara, or the Board of Supervisors' authorized representative.

Augment SECTION 8 PROSECUTION AND PROGRESS, Paragraph 8-1.02C with the following information:

SCHEDULE

Within 7 days of the approval of the Project Authorization by the COUNTY, the Contractor shall submit a proposed Schedule of Operations to the COUNTY and the Project CM. The schedule shall indicate the critical item of operations and milestones established by the COUNTY. The schedule shall also reflect anticipated submittal dates for shop drawings (if required), and procurement, fabrication, and delivery schedules of major materials required for the project. The Schedule shall be in and approved Project Scheduling Format by the CM, and shall be submitted via electronically and submit hard copies at each meeting.

If the Contractor elects to submit an early completion schedule for the project, the Contractor shall do so at its risk and such a submission does not change the Contract completion date reflected in the Notice to Proceed. The COUNTY will not accept any responsibility for, nor be held liable for, any damages allegedly caused by the Contractor's failure to complete the Project within its proposed early completion schedule.

No changes shall be made to the critical path logic of the schedule unless such changes have been approved, in writing, by the CM. The Project Schedule shall be updated monthly. The updated schedules shall indicate any deviations from the original schedule and provide a narrative description of problem areas, current and anticipated delaying factors and their impact, and an explanation of corrective actions taken or proposed.

In addition to the Schedule of Operations, the Contractor shall submit a three-week "look-ahead" schedule at the first weekly progress meeting. The "look-ahead schedule" shall be updated continuously and resubmitted at every weekly progress meeting. The "look ahead" schedule will include only those activities that will be in progress, started, or completed during the next three-week period.

In conjunction with the schedule submittal, the contractor shall also provide a map showing the proposed phasing of construction activities. This map shall delineate the phasing of construction (consistent with the requirements of these Specifications), haul routes, water supply/storage, and erosion control features to be implemented for the protection of the site.

9 PAYMENT

Add to section 9-1.16A:

Submit support data with application for progress payment. Support data must include:

1. Data required by Engineer
2. Copies of requisitions from Subcontractors and material suppliers

Include the County of Santa Barbara Auditor-Controller contract number as shown on executed Agreement.

Submit the following certification with each application for progress payment:

I, the undersigned, declare under penalty of perjury under the laws of the State of California that this Application for Payment is made in good faith, that the documents substantiating this application are accurate and complete and that the foregoing is true and correct.

BY: _____

Date: _____

(TYPE OR PRINT NAME AND TITLE OF
PERSON SIGNING APPLICATION)

Replace section 9-1.16F with:

9-1.16F Prompt Payment of Funds Withheld to Subcontractors

The County shall hold five (5) percent retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, 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 (49 CFR 26.29) 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.

Replace section 9-1.16C with:

9-1.16C Materials On Hand

A material on hand but not incorporated into the work is eligible for a progress payment if:

1. Compliant with other Contract parts
2. Purchased
3. Invoice is submitted
4. Stored within the State and you submit evidence that the stored material is subject to the Department's control
5. Water pollution control measures are established and maintained
6. Requested on the Department-furnished form

Add to section 9-1.17C:

Submit all outstanding extra work billing no later than 15 days after acceptance by the Department.

Replace section 9-1.17D(3) with:

9-1.17D(3) Final Determination of Claims

The Department reviews and resolves claims pursuant to Public Contract Code § 9204, which is summarized within this section.

The Contractor shall furnish reasonable documentation to support the claim.

The Department's costs in reviewing or auditing a claim not supported by the Contractor's accounting or other records are damages incurred by the Department within the meaning of the California False Claims Act.

The Department will review the claim and provide a written statement of findings identifying what portions are disputed and undisputed within 45 days from receipt of claim when action by the Department Board of Supervisors is not required. This may be extended by mutual agreement.

For claims requiring action by the Department Board of Supervisors, a written statement will be provided within three days following the next duly publicly noticed meeting of the Board, or 45 days from receipt of claim, whichever is later.

The Contractor may request in writing by registered or certified mail, return receipt requested, a meet and confer conference if the Contractor disputes the Department's written response, or if the Department fails to respond to a claim within the time prescribed. The Department shall schedule a meet and confer conference within 30 days of receipt of the request for settlement of the dispute. Within 10 days following the meet and confer conference, the Department shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed.

Any disputed portion of the claim shall be submitted to nonbinding mediation, with the Department and the Contractor sharing the associated costs equally. The Department and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select and pay the cost for a mediator and those mediators shall select a qualified neutral third party to mediate. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

The Department will make payment of undisputed portion of claim within 60 days of written statement of findings. After 60 days of written statement of findings, the Department pays 7 percent annual interest for unpaid and undisputed portions of claims.

If a subcontractor lacks legal standing to assert a claim due to lack of privity, the Contractor may present a claim on behalf of the subcontractor, and the subcontractor may request in writing that the Contractor present the claim on its behalf, provided that the subcontractor furnishes reasonable document supporting the claim to the Department. Within 45 days of the subcontractor's request, the Contractor shall notify the subcontractor in writing of whether the claim was submitted and state the reasons why it was not submitted if the claim was not submitted.

Delete section 9-1.22.

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

11 WELDING

12 TEMPORARY TRAFFIC CONTROL

13 WATER POLLUTION CONTROL

Supplement SECTION 13 by adding the following wording:

13-1.01D (4) STORMWATER POLLUTION CONTROL

The Contractor will furnish a site-specific Stormwater Management Plan (SWMP) for the affected area of the landfill at which the work is to be conducted. The Project's SWMP shall be designed to work in conjunction with the site's existing industrial SWMP. The purpose of the Project's SWMP is to provide adequate Best Management Practices (BMPs) in the construction area in order to meet the water quality standards and not affect existing industrial operations. The contractor is responsible to meet the requirements of the NPDES Regulations, the Project's SWMP, perform work in accordance with the BMPs as recommended in the California Storm Water Quality Association's Best Management Practices Handbook – Construction, published by the California Storm Water Quality Association (CASQA), and as required to eliminate both non-stormwater pollution and stormwater run-off related pollution resulting from the construction activities.

Construction-related activities, including but not limited to the elements of the Project's SWMP, shall be performed to eliminate both stormwater and non-stormwater discharges to the site and to the site's stormwater control system, by the Contractor and subcontractor(s). The Contractor shall be responsible for the implementation of the Project's SWMP for the duration of the Project, including installing BMPs and BMP inspections.

The contractor is required to keep a hard copy of inspection logs and inspection checklist information in the Project's SWMP binder at the site offices. Digital copies of this information shall be submitted with Contractor Record Drawings. The Project will not be considered to be substantially complete unless all records have been received, reviewed, and accepted as complete by County. Final retention payment will not be made until this provision of the Specifications is satisfied.

All costs associated with the requirements of the permit including preparing inspection logs/checklists to be included with the Record Drawings, including scanning in PDF format, transferred to the CM, Engineer, and the County electronically, and shall be considered as included in the Contractor's bid.

The Contractor shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of Contractor's compliance or failure to comply with those provisions of the SWMP within Contractor's control. The Contractor will be responsible for ensuring that their subcontractor(s) comply with the provisions of this Section. The Contractor shall be liable for any action or fine imposed by the regulatory agencies for any incidents of non-compliance.

The Contractor shall at all times exercise reasonable precaution to protect channels, storm drains and bodies of water from pollution, including siltation arising from Contractor's operations, or erosion siltation from disturbed areas. SWMP work shall consist of implementing Best Management Practices or constructing facilities in accordance with local, state, or federal regulations which may be required to provide for control of pollutants.

13-1.01D (4.1) Stormwater Management

The Contractor's Stormwater Management Plan shall include but not be limited to the following information:

- Contractor shall provide a list of all Stormwater Compliance Inspection, reporting forms, and record-keeping protocol, consistent with the requirements of the Order.
- Name and contact information of party responsible for monitoring the Probability of Precipitation (POP)

according to the National Oceanic and Atmospheric Administration (NOAA); record-keeping protocol for stormwater monitoring reporting.

- Name and contact information of party responsible for conducting BMP inspections and sampling.
- Method of photographic documentation (digital photography) with the date and time stamp of BMP status for the purpose of documenting compliance; record-keeping protocol for BMP monitoring reporting.
- Compliance with the site Biological Impact Mitigation Measures pursuant to Paragraph 10-6.01.
- Compliance with limitations regarding ponding of stormwater consistent with the Tajiguas Landfill Reconfiguration and Baron Ranch Restoration Project: California Red-Legged Frog Management Plan County of Santa Barbara, CA.
- Plan shall include a narrative with a general description of the contractor's Stormwater Management Protocol from implementation to record-keeping in sufficient detail to indicate to County that the contractor understands his responsibilities for compliance with the Order.

14 ENVIRONMENTAL STEWARDSHIP

Supplement SECTION 14 by adding the following wording:

14-12.02A ENVIRONMENTAL TRAINING

Prior to conducting work at the Landfill, all persons performing work shall attend an environmental awareness training including information on potential sensitive biological resources (e.g., California red-legged frogs, sensitive species and migratory nesting birds). Clearing and grubbing of vegetation and construction shall avoid the migratory bird and raptor breeding season (February 1 to August 15). If construction in these areas cannot be avoided during the bird breeding season, a nest survey shall be conducted by a qualified biologist no earlier than 14 days and no later than 5 days prior to any native habitat removal or ground disturbance to determine if any nests are present. If active nest are present construction buffer may be required. Work shall also avoid during the wet season (October 1 to April 30) when California red-legged frog are known to disperse. If activities must occur during the rainy season, personnel will not work during rain events, 48 hours prior to significant rain events (>0.5 inch), or during the 48 hours after these events, to the extent practicable. If work must occur 48 hours prior to significant rain events (>0.5 inch), or during the 48 hours after these events, an approved biologist will conduct a pre-activity survey to ensure that the work area is clear. Work shall not occur at night.

We require that all consultants and contractors who work at Tajiguas take the Annual Tajiguas Landfill Environmental Sensitivity Training. The training video can be accessed at the link below. Please respond back to the County Project Engineer with the staff names who will be working on the site and the date that they took the training. No additional payment will be made for environmental training and shall be included in the Contractor's base price.

<https://cosantabarbara.box.com/s/54y2ivry8igfl9zqwnbe417xpy6wc842>

Contractor work is subject to the following environmental documents and permits and subsequent addenda as they are available. These documents contain additional training requirements for all personnel not identified herein. It is the prime contractor's responsibility to maintain compliance with the documents for their operations and of its subcontractors:

- a. Final Subsequent Environmental Impact Report Mitigation Monitoring and Reporting Program, Tajiguas Landfill Reconfiguration and Baron Ranch Restoration Project.
- b. Hazardous Materials Plan, Tajiguas Landfill Reconfiguration and Baron Ranch Restoration Project.
- c. Tajiguas Landfill Reconfiguration and Baron Ranch Restoration Project: California Red-Legged Frog Management Plan.
- d. California Department of Fish and Wildlife Streambed Alteration Agreement No. 1600-2008-0263-R5.
- e. California Regional Water Quality Control Board Water Quality Certification Number 34208WQ15.
- f. United States Army Corps of Engineers, Permit No. SPL-2008-01191-JWM.

Environmental documents are available here: <https://www.countyofsb.org/1165/Environmental-Documents>

15 EXISTING FACILITIES

16 TEMPORARY FACILITIES

16-1.01 GENERAL

Section 16-1 includes general specifications for constructing temporary facilities. Constructing temporary facilities includes placing temporary devices.

16-1.02 MATERIALS

Not used.

16-1.03 CONSTRUCTION

Maintain temporary facilities until they are no longer needed.

Excavate and backfill as necessary to remove temporary facilities. Backfill with materials of equal or better quality and to a comparable density of the surrounding materials and grade the surface to match the existing grade and cross slope.

16-1.04 MEASUREMENT AND PAYMENT

Temporary Facilities for the Contractor – Item No. 2

The Contractor shall provide a field office and chemical toilets for their use and shall be placed at a location approved by the Site Operations Staff. A portable sanitation unit shall be provided and maintained.

The Contractor is advised that if the field office is placed over, or within 100 feet of a waste fill area, a methane monitoring device shall be installed in the field office. After project completion, construction support facilities shall be removed.

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

18 DUST PALLIATIVES

Supplement SECTION 18 with the following:

18-4.01 CONSTRUCTION WATER

Developing a water supply and applying water shall conform to the provisions in Section 18, "Dust Palliatives," of the Standard Specifications and these special provisions.

A limited supply of water is available for construction activities from onsite reservoirs, wells, and storage tanks. However, the County anticipates that onsite water from County-owned wells No. 3 and 5, along with initial stored construction water, which supplies the 290-deck water storage tanks "Construction Water Source" (see Sheet 2) will be sufficient to prosecute the work.

18-4.02 MATERIALS

18-4.02 On-Site Water Supply

The West Ridge storage tanks are subject to the two wells (Wells No.3 and No.5) production rates once the initial tank storage volume is utilized by the contractor and County operations. The Contractor is advised that the volume of water supplied by wells No.3 and No.5 is approximately a combined 20 gallons per minute. The County Operations will have an initial, at start of construction, 300,000 gallons of water stored in the West Ridge Storage tanks. This water will be available to the Contractor. The Contractor is advised that the maximum volume of water that can be use from the 290-deck "Construction Water Source" is approximately 20,000 gallons per day and stored water of 300,000 gallons for the entirety of the project.

18-4.03 MEASUREMENT AND PAYMENT

18-4.03A Construction Water

No additional payment for on-site Construction Water shall be made. All costs for development, transport and application of on-site construction water from the County's 280 Deck for compaction of materials, testing, dust control, and other construction uses shall be considered as included in the various earthwork items and no additional compensation will be made.

**TECHNICAL COATING SPECIFICATIONS
RIDGELINE TANKS NO. 2 AND NO. 3 COATING PROJECT
TAJIGUAS LANDFILL
COUNTY OF SANTA BARBARA**



**CSI Services, Inc.
P.O. Box 801357
Santa Clarita, CA 91380
877.274.2422**

June 13, 2023

**TECHNICAL COATING SPECIFICATIONS
RIDGELINE TANKS NO. 2 AND NO. 3 COATING PROJECT
COUNTY OF SANTA BARBARA**

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**TECHNICAL COATING SPECIFICATIONS
RIDGELINE TANKS NO. 2 AND NO. 3 COATING PROJECT
COUNTY OF SANTA BARBARA**

PART 1.0 - GENERAL

1.01 PURPOSE

- A. The purpose of this specification is to establish the requirements for the removal and replacement of the exterior paint on the Ridgeline Water Storage Tanks No. 2 and No. 3, and the interior relining of Ridgeline Water Storage Tank No. 3. The reservoirs are welded steel water storage tanks located within the Tajiguas Landfill, and they are owned and operated by the County of Santa Barbara, California.

1.02 SCOPE OF WORK (See County Provisions, Section 4)

- A. Provide and pay for all labor, equipment, materials, machinery, facilities, and services necessary to complete the work in accordance with these specifications.
- B. The work includes the surface preparation and application of protective coatings to all specified surfaces of the tank structures, including all metal attachments, appurtenances, and accessories. The work includes all costs for the proper removal and disposal of all waste generated on the project.
- C. The work to be accomplished includes the complete removal of all existing interior linings of Tank No. 3 and replacement with an industrial grade immersion grade liner. The new lining system within the vapor area shall be an organic zinc-rich primer followed by two coats of epoxy. The immersed areas shall be lined with a three-coat epoxy system. As part of this effort the contractor shall wedge roof rafters for additional access. Coating work shall apply caulking to any internal interfaces or crevices (e.g. roof plate lap seams) that preclude proper liquid coating application.
 - 1. The tank has a few inches of sludge on its tank bottom. This material shall be removed from the tank interior and hauled to specified location as directed by the Engineer or Landfill Supervisor.
 - 2. The tank has a cathodic protection (CP) system that shall be removed prior from the tank prior to any coating work.
 - 3. Interior work shall include accessing the center roof area from the topside by removing and replacing the bolted center vent exterior hood.

- D. The work to be accomplished includes the complete removal and replacement of the exterior paint on both tanks, including all ferrous appurtenances immediately adjacent to the tanks. The new paint system shall include a zinc/epoxy/acrylic urethane system. As part of this effort the contractor shall apply caulking to the lower chime crevices.
1. The tank exterior upper shell of Tanks No. 3 has antennas and cable runs that shall be protected from damage during the project.
 2. Exterior work shall include accessing all areas of the center roof vent of Tank No. 3 by removing and replacing the bolted center vent exterior hood. The work includes reassembling the center vent with a new screen/grating per the requirement of AWWA D100.
 3. The paint work shall include the removal and replacement of the paint system on the piping at each tank site.
 - a. The paint work includes all ferrous piping adjacent to Tank No. 2. It is the intent of the scope to repaint all piping on the tank site up, but not including the fusion bonded (emerald green) epoxy coated piping.
 - b. The paint work includes all ferrous piping within 20-feet of Tank No. 3. It is the intent of the scope to repaint all piping on the tank site up to where it drops into the adjacent slope with chaparral vegetation.
- E. The work to be completed includes mechanical repairs to corroded surfaces prior to coating work. No additional charges for standby time, mobilization, or demobilization shall be charged associated with any mechanical repair work on this project. The full extent of the repairs to the corroded surfaces will not be fully known until after the surfaces have been abrasive blast cleaned of corrosion for evaluation. It is the intent of this specification to have these items repaired as specified herein.
1. The work to be accomplished will include the grinding of portions of the roof support structure that have developed sharp edges from localized corrosion. The cleaning and grinding of rafters will include the wedging of the roof plates. It is anticipated that up to 20 linear feet of corroded edges will require grinding work to remove sharp edges. Any grinding above this amount may be completed on a time and materials basis in accordance with an optional bid line-item, if authorized in writing by the Owner. The roof rafters shall be wedged as part of this effort.

- F. The work to be accomplished includes the installation of cathodic protection hand-hole gromets per these specifications.
- G. At the Owner's option, a bid line-item may be implemented that would require the use of dehumidification equipment to control the interior of Tank No. 3 per these specifications.

1.03 BACKGROUND

- A. Tank No. 2 is a welded steel tank that was built in 1957 and is approximately 50 feet in diameter by 32 feet high, providing a nominal capacity of approximately 470,000 gallons. The structure is the only steel structure on the immediate tank site, which is the second tank site in from the adjacent Pacific Ocean. The tank shell is connected to a cone roof. The roof plates are supported internally by rafters and a center column with dollar plate. The tank has two roof hatches, one round shell manway, and one flush clean-out manway. There is one exterior ladder that leads to the roof access. A partial roof railing also extends up round the center of the tank. The exterior ladder has a safety fall prevention cage. The tank is anchored to a concrete ring wall. The tank has six uncovered CP hand holes in the roof plate.
- B. Tank No. 3 is a welded steel tank that is approximately 40 feet in diameter by 24 feet high, providing a nominal capacity of approximately 225,000 gallons. The structure sits immediately adjacent to a standpipe tank. The tank shell has three courses connected to a cone roof. The roof plates are supported internally by rafters and a center column with a dollar plate. The tank has a center roof vent, two roof hatches, two round shell manways, and one flush clean-out. There is one exterior ladder that leads to the roof access that has a roof railing. The tank does not have an interior ladder. The exterior ladder has a safety fall prevention cage. The tank is anchored to a concrete ring wall. The tank overflow involves an internal weir box that connects to an overflow pipe that runs down the exterior of the tank. The tank has an impressed current cathodic protection (CP) system installed. There is also a group of cell antennas within the upper shell course that involves a cable tray that runs up the side of the shell. The tank has six uncovered CP hand holes in the roof plate.
- C. All of the interior steel tank surfaces, including the roof, shell, roof support members, tank bottom and appurtenances are coated with an epoxy. The interior roof plate lap seams are not caulked. The exterior paints may be an epoxy and urethane system.
- D. An inspection of the tanks was completed in October of 2020 and the inspection report is available for review. The exteriors have large fields of rust. Although the majority of the lining within Tank No. 3 is intact, the

lining has failed in many locations and the majority of the coating failures are located within the vapor area. Severe corrosion is present in some locations.

- E. A sample of the existing coatings have been analyzed and found to contain relatively very low levels of heavy metals. The results of this testing are reported in the following table:

Tank	Sample	Description	Element (ppm)		
			Cadmium (Cd)	Chromium (Cr)	Lead (Pb)
No. 2	CSI-1	Exterior Paint	<9.62	<24.1	<9.62
No. 3	CSI-1(a)	Exterior Paint	<9.61	<18.8	40.2
No. 3	CSI-2	Interior Lining	<6.01	101	234

- F. The above information is provided for bidding purposes only. The contractor shall conduct his own tests to assure that all work to be performed will be in strict accordance with all local, state and federal health, safety and environmental regulations. The results of this testing shall be taken into consideration when providing an environmental protection, worker protection, and waste disposal plan. No responsibility is assumed by the owner for the actual toxic metal content of the coating system. The Contractor is responsible to conduct appropriate testing of their own and comply with local, state and federal health, safety and environmental regulations.

1.04 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state and federal codes, laws and ordinances governing the work, American Water Works Association, SSPC: The Society of Protective Coatings, and the manufacturer's printed instructions, subject to Engineer's approval.
- B. The Engineer's decision shall be final as to interpretation and/or conflict between any of the referenced codes, laws, ordinances, specifications and standards contained herein.

- C. The latest edition of standards and regulations herein form a part of this specification.

- D. American Society for Testing and Materials (ASTM)
 - 1. ASTM D4138, Standard Test Method for Measurement of Dry Paint Thickness of Protective Coating Systems by Destructive Means
 - 2. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air
 - 3. ASTM D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages
 - 4. ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
 - 5. ASTM D5402, Standard Test Methods for Assessing the Solvent Resistance of Organic Coatings Using Solvent Rubs
 - 6. ASTM D7091, Standard Test Method for Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals
 - 7. ASTM E337, Standard Test Method for Measuring Humidity with a Psychrometer

- E. American Water Works Association (AWWA)
 - 1. AWWA D102, AWWA Standard for Coating Steel Water Storage Tanks
 - 2. AWWA M42, AWWA Manual of Water Supply Practices, Steel Water Storage Tanks

- F. Code of Federal Regulations (CFR)
 - 1. 29 CFR 1910, Occupational Safety and Health Regulations for General Industry
 - 2. 29 CFR 1926, Occupational Safety and Health Regulations for the Construction Industry
 - 3. Health and Safety Code, Div. 20, Chapter 6.5, 6.67, 6.7, 6.95, Hazardous Waste Control Law, Health and Safety Code

- G. International Standard Organization (ISO)
 - 1. ISO 8502-3, Preparation of Steel Substrates before Application of Paints and Related Products

- H. SSPC: Society for Protective Coatings (SSPC)
 - 1. SSPC-AB1, Mineral and Slag Abrasive
 - 2. SSPC-SP 1, Solvent Cleaning
 - 3. SSPC-SP2/SP3, Hand/Power Tool Cleaning
 - 4. SSPC-SP7, Brush-off Blast Cleaning
 - 5. SSPC-SP6, Commercial Blast Cleaning
 - 6. SSPC-SP10, Near-White Blast Cleaning
 - 7. SSPC-SP11, Power Tool Cleaning to Bare Metal
 - 8. SSPC-SP15, Power Tool Cleaning to Commercial Grade Cleanliness
 - 9. SSPC-PA2, Measurement of Dry Film Thickness with Magnetic Gages
 - 11. SSPC-VIS 1, Visual Standard for Abrasive Blast Cleaned Steel
 - 12. SSPC-VIS 3, Visual Standard for Hand and Power Tool Cleaned Steel
 - 13. SSPC Publication No. 91-12, Coating and Lining Inspection Manual
 - 14. SSPC-SSPC Visual Comparison Manual
 - 15. SSPC Technology Guide No. 12 for Illumination of Industrial Painting Projects

- I. NACE International (NACE)
 - 1. NACE SP 0188-06, Standard Practice for Discontinuity (Holiday) Testing of Protective Coatings
 - 2. NACE SP 0178-07, Standard Recommended Practice for

Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service.

- J. California Code of Regulations (CCR)
- K. General Industry Safety Orders (GISO)
- L. Construction Safety Orders (CSO)
- M. EPA Methods
 - 1. SW 846, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods
 - 2. Method 1311, Toxicity Characteristic Leaching Procedure (TCLP)
 - 3. Method 3050, Acid Digestion of Sediment, Sludge, and Soils
- N. Equipment and Coating Manufacturers' Published Instructions.

1.05 SUBMITTALS

- A. The successful Contractor must submit the following plans and programs for Engineer review and acceptance a minimum of 14 days prior to project start-up, and 7 days prior to the Pre-Job Conference.
 - 1. The Contractor shall submit Coating Manufacturers' Product Data Sheets and Material Safety Data Sheets on all materials to be used including, but not limited to coatings, thinners, solvents, inhibitors, and abrasive media.
- B. Acceptance of the submittals does not relieve the Contractor from the responsibility to conduct the work in strict accordance with the requirements of this Specification, or to adequately protect the environment, health and safety of all workers involved in the project including any members of the public who may be affected by the project.
- C. Contractor shall maintain copies of submittal data at the jobsite at all times, and shall furnish a complete set of submittals for use by Inspector.

1.06 CONTRACTOR

- A. The contractor shall be a licensed Painting and Decorating Contractor in the State of California (C-33 Classification). They shall have a minimum of five (5) years practical experience and successful history in the application

of specified products to surfaces of steel water storage tanks. Upon request, they shall substantiate this requirement by furnishing a written list of references.

- B. All coating and surface preparation work shall be performed by skilled personnel demonstrating experience, as listed above. Resumes of personnel shall be submitted to the Owner for approval. Continuity of personnel shall be maintained throughout the duration of the cleaning and coating work and any changes in key personnel shall be subject to the approval of the Owner and the Owner's Coating Inspector.
- C. **Applicator Training:** Application of coating is considered specialized work. Personnel performing this work shall be trained in proper methods of application.
- D. **Product Qualifications:** The proposed coating system shall have been successfully used in 10 similar projects, at least five years old, where coating has been applied to similar exposure and application.
- E. **Subcontractor Qualifications:** Where the coating is to be applied by a Subcontractor, the Contractor shall provide 5 references, which show that the Subcontractor has previous successful experience with the indicated coating systems in potable water applications. Include the name, address, and the telephone number for the owner of each installation for which the Subcontractor provided the coating.

1.07 DEFINITIONS

- A. "Lining" refers to protective materials used or applied to interior surfaces. "Paint" refers to protective materials used or applied to exterior surfaces "Coating" refers to protective materials used or applied on any surface, or any protective material in general.
- B. "Vapor Area" refers to the underside of the roof down to the top of the overflow weir box. "Immersion Area" refers to all surfaces below the Vapor Area.
- C. "Engineer" refers to the Owner or his designated representative.

1.08 HOURS OF WORK

- A. Work areas will be available for performance of the contract work between 7:00 A.M. and 5:00 P.M. excluding Saturdays, Sundays and holidays. No work shall be accomplished during hours or on days other than specified above, unless approved in advance by the Owner.

- B. Inspections requested by or made necessary as a result of actions of the Contractor on Saturdays, Sundays or holidays must be scheduled and approved in writing by Engineer. The contractor shall bear all additional fees or expenses of Owner's personnel and Inspection services created by extraordinary work hours including standby time or overtime.

1.09 PRE-JOB CONFERENCE

- A. A Pre-Job Conference shall be scheduled prior to start of project. The Owner, Contractor and Engineer shall be present. A schedule of work to be accomplished and a list of labor, material and equipment rates for additional work will be established and maintained throughout the project. Contractor shall furnish a complete set of submittal data for use by Inspector. Resumes of personnel to be used on the project shall be also submitted.

1.10 QUALITY ASSURANCE

- A. General: Quality assurance procedures and practices shall be used to monitor all phases of surface preparation, application and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be used provided they meet recognized and acceptable professional standards and are approved by the Engineer.
- B. All materials furnished, and all work accomplished under the Contract shall be subject to inspection by the Engineer. The Contractor shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.
- C. The owner will assign a fulltime coating inspector to verify the level of quality of the lining work. Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection. The entire cost of removal and replacement, including the cost of all materials which may be furnished by the Owner and used in the work thus removed, shall be borne by the Contractor regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the Engineer, shall, upon order of the Engineer, be uncovered to the extent required. The Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer. Except as otherwise provided herein, the Owner will pay the cost of inspection.
- D. The Engineer will make, or have made, such tests as deemed necessary to assure the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified, the cost of such

testing will be borne by the Owner. In the event such tests reveal non-compliance with the requirements of the Contract, the Contractor shall bear the cost of such corrective measures deemed necessary by the Engineer, as well as the cost of subsequent retesting. It is understood and agreed the making of tests shall not constitute an acceptance of any portion of the work, nor relieve the Contractor from compliance with the terms of the Contract.

- E. Ambient Conditions: no coating shall be applied when the surrounding air temperature or the temperature of the surface to be coated or painted is below 50 degrees F. No coatings shall be applied at temperatures above 110 degrees F. No coatings shall be applied to wet or damp surfaces or in rain, snow, fog or mist, when the temperature is less than 5 degrees F. above the dewpoint, or when it is expected the air temperature will drop below 50 degrees F. Dewpoint shall be measured by the use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometer Tables or equivalent in accordance with ASTM E337. If unacceptable conditions are prevalent coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage though atmospheric conditions.
- F. Surface Preparation: surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces," SSPC-Vis 1 and as described herein. Anchor profile for prepared surfaces shall be measured by using a nondestructive instrument such as a Testex Press-0-Film System in accordance with ASTM D4417. Temperature and dewpoint requirements noted above and herein shall apply to all surface preparation operations, except low and high temperature limits.
- G. The Contractor shall conduct all operations so as to confine abrasive blasting debris and paint overspray to within the bounds of the site. The Contractor shall take all precautions necessary to prevent adverse off-site consequences of painting operations. Any complaints received by the Owner relating to any such potential offsite problems will be immediately delivered to the Contractor. The Contractor shall immediately halt work and shall take whatever corrective action is required to mitigate any such problems. All costs associated with protection of off-site properties and/or correction of damage to property as a result of painting operations shall be borne directly by the Contractor at no additional expense to the Owner.
- H. Film Thickness Testing: thickness of coatings and paint shall be checked with a non-destructive film thickness gauge in accordance with ASTM D7091. An instrument such as Tooke Gage should be used in accordance

with ASTM D4138 if a destructive tester is deemed necessary. The sampling of film thickness of flat (e.g. plate) surfaces shall be tested in accordance with SSPC-PA2. The sampling of structural members or irregular surfaces shall be tested in frequency and locations, as directed by the engineer.

- I. Holiday Detection: coating integrity of all interior coated surfaces shall be tested with an approved inspection device in accordance with NACE SP 0188. All pinholes shall be repaired in accordance with the manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating.
- J. Inspection Devices: Contractor shall furnish, until final acceptance of coating and painting, inspection devices in good working condition for detection of holidays and measurement of dry-film thickness of coatings and paints. They shall also furnish National Institute of Standards and Technology/National Bureau of Standards (NIST/NBS) certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges and holiday detectors shall be available at all times until final acceptance of application. Inspection devices shall be operated by, or in the presence of the Engineer with location and frequency basis determined by the Engineer. The Engineer is not precluded from furnishing his own inspection devices and rendering decisions based solely upon these quality assurance tests. Should in the opinion of the Engineer a 24-hour, continuous reading surface temperature gauge be required to assure that maximum recoat windows are observed, the contractor shall provide a working calibrated instrument to meet this need. The gauge shall be digital and capable of providing instantaneous average measurements of the temperatures recorded.
- K. Acceptable Inspection Devices: acceptable devices for ferrous metal surfaces include, but are not limited to Tinker-Razor Models AP and AP-W holiday detectors and SSPC, Type II units for dry film thickness gauging. Inspection devices shall be calibrated and operated in accordance with specified requirements. This high-voltage testing requires the contractor to obtain written acceptance from the lining manufacturer endorsing the use of high-voltage in accordance NACE SP 0188 and as specified herein.
- L. Warranty Inspection: warranty inspection shall be conducted between the eleventh- and seventeenth-months following acceptance of all coating and painting work. All personnel present at the Pre-Job Conference should be present at this inspection. All defective work shall be repaired in strict accordance with this specification and to the satisfaction of the Engineer.
 - 1. Notification: The Owner shall establish the date for the inspection and shall notify the Contractor at least 30 days in advance. The

- Owner will drain the tank and Contractor shall provide, at his own expense, suitable lighting and ventilation for the inspection. At the Owner's option, warranty inspection may be accomplished by diving operations.
2. Inspection: all surfaces of the coating systems shall be visually inspected. All defective coatings, as well as damage or rusting spots of the tank, shall be satisfactorily repaired by and at the sole expense of the Contractor. Defective coating shall be any of those defined by SSPC's Visual Comparison Manual.
 3. Inspection Report: the Engineer shall prepare and deliver to the Contractor an inspection report covering the warranty inspection. The report shall set forth the number and type of failures observed, the percentage of the surface area where failure has occurred, and the names of the persons making the inspection.
 4. Schedule: upon completion of the inspection and receipt of Inspection Report as noted herein, Owner shall establish a date for Contractor to proceed with remedial work. Any delay on part of Contractor to meet schedule established by Owner shall constitute breach of this Contract and Owner may proceed to have defects remedied through other means, and these costs may be charged to the Contractor.
 5. Remedial Work: any location where coating or paint is defined as defective shall be considered to be a failure of the system at that location. The Contractor shall make repairs at all points where failures are observed by removing the deteriorated coating, cleaning the surface, and recoating or repainting with the same system specified herein. Any spot repairs to defective areas will require feathering at least 3 inches into sound adjacent coating. If an area of failure exceeds 25 percent of a specific coated surface, the entire coating system from that specific area may be required to be removed and recoated in accordance with the original specification.
 - a. Specific coated surfaces are defined as follows:
 - (1) Roof – interior
 - (2) Shell – interior
 - (3) Floor – interior
 - (4) Roof – exterior
 - (5) Shell – exterior
 - (6) Attachments, accessories and appurtenances

6. Should any of the defined surface noted in 5.a above require removal and replacement, the owner has the option to charge all costs associated with the owner appointed inspection of the rework to the Contractor.

1.11 SAFETY AND HEALTH REQUIREMENTS

- A. General: ventilation, electrical grounding, and care in handling coatings, paints, solvents and equipment are important safety precautions during coating and painting projects. Contractor shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The Contractor shall provide and require use of personal protective life saving equipment for all persons working in or about the project site.
- B. Access Facilities: all ladders, scaffolding and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.
- C. Ventilation: where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof, of industrial design and shall be approved by the Engineer. Ventilation shall reduce the concentration of air contaminant to the degree a hazard does not exist by educting air, vapors, etc. from the confined space. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured. Forced air eduction during blasting operations. Forced air eduction during coating application operations is mandatory 24 hours per day until coatings have fully cured. If dehumidification equipment is used, equipment must be operated on a continuous basis during all blasting and coating operations, including shifts during which no work is being accomplished. Only ventilation, not dehumidification is required during final curing phases.
 1. Ventilation system shall be furnished and installed by the Contractor in accordance with these specifications. The Contractor shall make modifications to the ventilation system as directed by the Engineer to insure a safe working environment and complete removal of all solvent vapors. Upon completion of the final curing period, as determined by the Engineer, the Contractor shall remove the ventilation system.
 2. The exhaust blower capacity shall be sufficient to maintain air changes within tank interiors in accordance with OSHA, the coating manufacturer's recommendations, and the local Air Pollution Control District regulations.

3. If Contractor uses dehumidification equipment, or any other alternative ventilation systems, Contractor must submit, in advance, for approval by the Engineer, a complete list of equipment and procedures for its use.
- D. Head and Face Protection and Respiratory Devices: equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. During abrasive blasting operations, nozzle-men shall wear U.S. Bureau of Mines approved air-supplied helmets and all other persons who are exposed to blasting dust shall wear approved filter-type respirators and safety goggles. When coatings are applied in confined areas all persons exposed to toxic vapors shall wear approved respiratory protection.
- E. Grounding: blasting, spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- F. Illumination: spark proof artificial lighting shall be provided for all work in confined spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by the Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination shall be in accordance with SSPC Technology Guide No. 12 for Illumination of Industrial Painting Projects.
- G. Toxicity and Explosiveness: the solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. The maximum allowable concentration of vapor shall be kept below the maximum safe concentration for eight-hour exposure, plus Lower Explosive Limit must be strictly adhered to. If coatings or paints contain lead or other hazardous materials, all regulations related to safety of personnel and handling of such materials shall be strictly adhered to.
- H. Protective Clothing: coating and paint materials may be irritating to the skin and eyes. When handling and mixing coatings and paints workmen shall wear appropriate covering gloves and eye shields.
- I. Fire: during mixing and application of coatings and paints, all flames, welding and smoking shall be prohibited in the vicinity. Appropriate type fire extinguishers shall be provided by Contractor and kept at the jobsite during all operations.
- J. Sound Levels: whenever the occupational noise exposure exceeds the maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protective devices. General sound levels for

project shall be those that will not affect routine facility or neighborhood activities. Whenever any levels are objectionable, they shall be adjusted as directed by the Engineer. Adjustments to noise levels required may include the relocation of equipment or the installation of a sound barrier, as required by the Engineer.

- K. Compliance with California Code of Regulations: Contractor shall submit a notarized letter signed by a principal officer of the Corporation certifying the Contractor fully complies with California Code of Regulations pertaining to the work including, but not limited to, the following:

1.	Illness Injury Prevention Program	CSO/GISO	1508/3203
2.	Confined Space Plan	GISO	5156/5159
3.	Respiratory	CSO/GISO	1531/5144
4.	Hazard Communication	GISO	5194
5.	Rolling Scaffolds	CSO	1646
6.	Employee Safety Instruction	CSO	1510
7.	Emergency Medical Service	CSO	5112
8.	Dusts, Fumes, Mists, Vapors & Gases	CSO	1528

- L. Protective Coverings, Containment, and Ventilation Materials/Equipment: The Contractor shall Provide all protective coverings needed to protect those surfaces that are not designated to be prepared or coated. Provide all materials needed for the implementation of a containment/ventilation system around the operation to control emissions and exposures in accordance with the provisions of this Section. This includes, but is not limited to, rigging, scaffolding, planking, tarpaulins, dust collectors and vacuums. Verify that all materials are free of lead, chromium, loose dust and debris when brought onto the Owner's property and upon removal from the site.

2.0 COATING MATERIALS

2.01 GENERAL

- A. Materials specified are those which have been evaluated for the specific service. Products are listed to establish a standard of quality. Standard products of manufacturers other than those specified will be accepted when proven to the satisfaction of the Engineer they are equal in composition, durability, usefulness and convenience for the purpose intended. Substitutions will be considered provided the following minimum conditions are met:

1. The proposed coating system shall have a dry film thickness equal to or greater than that of the specified system.
2. The proposed coating or paint system shall employ an equal or

greater number of separate coats.

3. The proposed coating or paint system shall employ coatings or paints of the same generic type.
 4. All requests for substitution shall carry full descriptive literature and directions for application, along with complete information on generic type, non-volatile content by volume and a list of 10 similar projects, all at least three years old, where the coatings or paints have been applied to similar exposure. Substitutions shall be endorsed in writing from the materials manufacturer that these substituted materials will provide equivalent performance as those specified.
 5. If the above-mentioned data appears to be in order, the Engineer may require that the Contractor provide certified laboratory data sheets showing the results of complete spectrographic and durability tests accomplished on the proposed substitute. An independent testing laboratory satisfactory to the Engineer shall accomplish tests and all costs incurred in the testing program shall be borne by the Contractor. In any case, the Engineer shall be sole and final judge of the acceptability of any proposed substitution. Requests for substitution must be approved in writing.
- B. All materials shall be brought to the jobsite in the original sealed containers. They shall not be opened or used until Engineer has physically inspected contents and obtained necessary data from information printed on containers or labels. Materials exceeding storage life recommended by the manufacturer shall be rejected.
 - C. Flammability, toxicity, allergenic properties, and any other characteristic requiring field precautions shall be identified and specific safety practices shall be stipulated.
 - D. All coating materials shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings and paints must be stored to conform with local, county, state and federal safety codes for flammable coating and paint materials. At all time coatings and paint shall be protected from freezing.
 - E. Contractor shall use products of the same manufacturer for all coats.

2.02 EXTERIOR PAINT MATERIALS

- A. Paint materials shall consist of a zinc/epoxy/urethane system and conform to the regulations and applicable requirements of applicable local, state

and federal air pollution regulatory agencies.

1. Prime coat shall be similar or equal to that defined in AWWA Standard D102-17, Outside Coating No. 6 Materials listed herein as standards of quality.
2. Intermediate coat shall be similar or equal to that defined in AWWA Standard D102-17, Outside Coating No. 6 Materials listed herein as standards of quality.
3. Finish coat shall be equal to that specified herein.
4. Joint sealant shall be a flexible polyurethane or polysulfide product, similar or equal to Federal Specification TT-S-00230C, Type II, Class A (non-sag) or TT-S-00227E, Type II, Class A.

2.03 INTERIOR COATING MATERIALS

- A. Interior coating materials for immersed surfaces of the tank must appear on the current National Sanitation Foundation (ANSI/NSF) Standard 61-1999. They shall conform to the regulations and applicable requirements of local, state and federal air pollution and health regulatory agencies.
 1. Vapor Area: Similar or equal to AWWA Standard D102-17 Inside Coating System No. 5 (ICS-5). Materials have been listed herein as standards of quality with changes noted.
 2. Immersion Area: Similar or equal to AWWA Standard D102-17 Inside Coating System No. 3 (ICS-3). Materials have been listed herein as standards of quality with changes noted.
 3. Joint sealant shall be a flexible polyurethane or polysulfide product, similar or equal to Federal Specification TT-S-230.

2.04 CP HAND-HOLE GROMMETS

- A. Cathodic protection hand-hole grommets shall be similar or equal to an NSF Certified EPDM rubber with a Shore A hardness of 60. Grommets shall be sized for a Standard NACE No. 5 hand-hole. Grommets distributed by Divecorr, Inc., Long Beach, CA (562-439-8287) are listed as a standard of quality.

3.0 EXECUTION

3.01 GENERAL

- A. All surface preparation, coating and paint application shall conform to applicable standards of SSPC and the manufacturer's printed instructions. Material applied prior to approval of the surface by the Engineer shall be removed and reapplied to the satisfaction of the Engineer at the expense of the Contractor.
- B. All work shall be performed by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained, and transfer of key personnel shall be coordinated with the Engineer.
- C. The Contractor shall provide a supervisor to be at the work site during cleaning, application and disinfection operations. The supervisor shall have the authority to sign any change orders, coordinate work and make other decisions pertaining to the fulfillment of their contract.
- D. Contractor shall provide approved sanitary facilities for all project personnel, as no existing facilities will be available to the Contractor. Facilities shall be maintained during the project to complete standards established by Owner, and shall be removed prior to Contractor's departure from the site at completion of the project.
- E. Dust, dirt, oil, grease or any foreign matter which will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved commercial cleaning solvent, rinsed with clean water and wiped dry with clean rags.
- F. The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Blotter test shall be accomplished at each start-up period and as deemed necessary by the Engineer. Contractor's equipment shall be subject to approval of the Engineer.
 - 1. Cleanliness of compressed air supply shall be verified daily, and as deemed necessary by Engineer, by directing a stream of air, without abrasive, from the blast nozzle onto a white blotter or cloth for twenty seconds in accordance with ASTM D4285. If air contamination is evident, change filters, clean traps, add moisture separators or filters, or make adjustments as necessary to achieve clean, dry air.

- G. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight-hour working day. Any cleaned areas not receiving first coat within an eight-hour period shall be recleaned prior to application of first coat.
 - 1. If dehumidification equipment is used, cleaned areas may have the first coat applied during the last shift of the week, provided dehumidification equipment has run continuously during the complete week and surface meets all requirements of the specification.
- H. Because of the presence of moisture and possible contaminants in the working atmosphere, care shall be taken to ensure previously coated or painted surfaces are protected or recleaned prior to application of subsequent coat(s). The Engineer shall approve methods of protection and recleaning.
 - 1. The project is subject to intermittent shutdown if, in the opinion of the Engineer, cleaning, coating and painting operations are creating a localized condition detrimental to ongoing facility activities, personnel, or adjacent property.
 - 2. In the event of emergency shutdown by the Engineer, Contractor shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by Contractor.
- I. The Contractor shall provide, at his own expense, all necessary power for his operations under the contract.
- J. Inspection: all operations will be monitored 100% by an Owner-appointed quality assurance inspector. All additional costs incurred by off-site inspection shall be borne by the Contractor. These include, but are not limited to travel, lodging, food, auto rental (where applicable) and any other expenses directly related to the inspection.

3.02 SURFACE PREPARATION, GENERAL

- A. The latest revision of the following surface preparation specifications of SSPC shall form a part of this specification. (Note: An element of surface area is defined as any given 9 square inches of surface).
 - 1. Solvent Cleaning (SSPC-SP1): Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods, which involve a solvent or cleaning action.

2. Hand/Power tool Cleaning (SSPC-SP2/SP3): Prepared surfaces shall be free of all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter. Materials are considered adherent if they cannot be removed by lifting with a dull putty knife.
3. Brush-off Blast Cleaning (SSPC-SP7): Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.
4. Commercial Blast Cleaning (SSPC-SP6): Blast cleaning to a commercial cleanliness, until at least one-third of each element of surface area is free of all visible residues.
5. Near-White Blast Cleaning (SSPC-SP10): Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible residues.
6. Power tool Cleaning to Bare Metal (SSPC-SP11): Power tool cleaning to bare metal cleanliness, until each element of surface area is free of all visible residues and has minimum of 1 mils profile.
7. Power tool Cleaning to Commercial Grade Cleanliness (SSPC-SP15): Power tool cleaning to commercial cleanliness, until at least sixty-six percent of each element of surface area is free of all visible residues.

3.03 SURFACE PREPARATION, SPECIFIC

- A. All exterior surfaces shall be abrasively blast cleaned to "Commercial Blast Cleaning" in conformance to SSPC's Surface Preparation Specification No. 6 (SSPC-SP6) and a surface profile or anchor pattern of 2 to 3 mils (0.002" - 0.003").
- B. All interior surfaces shall be abrasively blast cleaned to "Near-White Blast Cleaning" in conformance to SSPC's Surface Preparation Specification No. 10 (SSPC-SP10) with a surface profile or anchor pattern of 2 to 3 mils (0.002" - 0.003").
- C. Roof rafters in Tank No. 3 shall be wedged on best-effort basis, as determined by the Engineer. Access to the surfaces between the roof plate and roof rafters may be required to allow for mechanical repairs and proper cleaning & lining coverage. The underside of the roof plates above the rafters shall be prepared as specified and shall receive the complete coating system as specified herein. Wooden wedges shall be placed between the roof plates and rafters and shall be positioned to provide 1 inch minimum gap between the roof plates and rafters. Roof plates shall

not be bent or deformed while inserting wedges. All wooden wedge materials adhering to the coating shall be removed and the coating repaired.

- D. Slag, weld spatter, or sharp edges such as those created by corrosion shall be removed by grinding. All sharp edges shall be ground or otherwise blunted as required by the Engineer in accordance with NACE SP0178.
- E. Abrasive blasting nozzles shall be equipped with "deadman" emergency shut-off nozzles. Blast nozzle pressure shall be a minimum of 95 P.S.I. and shall be verified by using an approved nozzle pressure gage at each start-up period or as directed by the Engineer. Number of nozzles used during all blast cleaning operations must be sufficient to insure timely completion of project as approved and directed by Engineer.
- F. All blast hose connections shall be connected with external couplings. These connections shall be taped with duct tape prior to pressurizing. All taped connections shall be visually inspected for leaks within five minutes after start of blast cleaning operations and at the end of blast cleaning operations. Leaking connections shall be immediately repaired to prevent further damage.
- G. Particle size of abrasives used in blast cleaning shall be that which will produce a surface profile or anchor pattern specified herein, or in accordance with recommendations of the manufacturer of the specified coating or paint system to be applied, subject to approval of Engineer.
- H. Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants, which would interfere with adhesion of coatings and paints and shall not be reused unless specifically approved by the Engineer. Abrasives shall be certified for unconfined dry blasting pursuant to the California Administrative Code, Section 92520 of Subchapter 6, title 17, and shall appear on the current listing of approved abrasives.
- I. The Contractor shall select an abrasive media that is proper for the quality of surface preparation specified. Should it be determined that the production rate and quality of the surface preparation is less than specified, it shall be the Contractor's responsibility to use other types and/or sizes of abrasive to meet the requirements of this contract. At no time shall considerations of extra effort be considered by the Owner unless, in the opinion of the Engineer the Contractor has explored all alternative means of abrasive blasting during their operations.
- J. Blast cleaning from rolling scaffolds shall only be performed within the confines of the interior perimeter of the scaffold. Reaching beyond the

limits of the perimeter will be allowed only if blast nozzle is maintained in a position, which will produce a profile acceptable to the Engineer.

- K. The Contractor shall keep the area of work in a clean condition and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the prosecution of the work or the operation of the existing facilities. Spent abrasives and other debris shall be removed at the Contractor's expense as directed by the Engineer. If waste is determined to be hazardous, disposal by Contractor shall meet requirements of all regulatory agencies for handling such wastes.
- L. Blast cleaned surfaces shall be cleaned prior to the application of specified coatings or paints through a combination of blowing with clean dry air, brushing/brooming and/or vacuuming as directed by the Engineer. Air hose for blowing shall be at least 1/2" in diameter and shall be equipped with a shut-off device.
- M. The surfaces of any non-carbon steel substrates, or specialty items (i.e. galvanized, anodized, etc.) shall be properly treated and prepared prior to any coating operations in accordance with the coating manufacturer's written recommendations, subject to approval of the engineer.

3.04 MECHANICAL REPAIRS

- A. There are areas of corrosion within the reservoir that may require mechanical repairs. Excessive metal loss shall be repaired using the following procedure:
 - 1. After removing the lining, examine all surfaces for the presence of rust scale, excessive metal loss, and corrosion pitting. Report all locations observed to the Engineer.
 - 2. Grind all sharp edges in accordance with NACE SP 0178.
 - 3. Repair all excessive metal loss of spot locations as directed by the Engineer. Methods of repair may include sealing corroded spot locations with welding, including minor patch plates. Welding may be required for any pit or corroded area measured to be deeper than 25% of the plate original dimension. Any minor steel patch plates shall be installed with a continuous weld bead.

3.05 APPLICATION, GENERAL

- A. Coating and paint application shall conform to the requirements of the SSPC's Paint Application Specification No. 1 (SSPC-PA1), latest revision, for "Shop, Field and Maintenance Painting," the manufacturer of the coating and paint materials printed literature, and as specified herein.
- B. Thinning shall only be permitted as recommended by the manufacturer and approved by the Engineer, and shall not exceed the limits set by applicable regulatory agencies.
 - 1. If the Contractor applies any coatings which have been modified or thinned to such a degree as to cause them to exceed established maximum VOC levels, Contractor shall be responsible for any fines, costs, remedies, or legal action and costs which may result.
- C. Each application of coating and paint shall be applied evenly with a uniform appearance. The system shall be free of brush marks, unfeathered edges, sags, runs, and evidence of poor workmanship, or any aesthetic defects, as defined by SSPC. Care should be exercised to avoid lapping on glass or hardware. Coating and paint shall be sharply cut to lines. Finish surfaces shall be uniform in appearance and shall be free from defects or blemishes.
- D. Protective coverings or drop cloths shall be used to protect floors, concrete, fixtures, equipment, prepared surface and applied coatings. Personnel entering tank or walking on exterior roof of tank shall take precautions to prevent damage or contamination of coated or painted surfaces. Care shall be exercised to prevent coating or paint from being spattered onto surfaces, which are not to be coated or painted. Surfaces from which such material cannot be removed satisfactorily shall be replaced, repainted or recoated as required to produce a finish satisfactory to the Engineer.
- E. All welds and irregular surfaces, as defined by the engineer shall receive a brush coat of the specified product prior to application of each complete coat. Coating/paint shall be brushed in multiple directions to insure penetration and coverage, as directed by the Engineer. These areas include, but are not limited to welds, roof lap seams, nuts, bolts, ends, and flanges of rafters, etc.
- F. At the conclusion daily abrasive blasting and coating operations, a 6" wide strip of blast cleaned substrate shall remain uncoated to facilitate locating the point of origin for successive blast cleaning/priming operations.

- G. Epoxy coating which has endured an excessive time element beyond manufacturer's recommended recoat cycle, shall be scarified by Brush-off Blast Cleaning (SSPC-SP7) or methods approved by the Engineer, prior to application of additional coating or paint. Scarified coating shall have sufficient depth to assure a mechanical bond of subsequent coat.
- H. All attachments, accessories, and appurtenances to be coating shall be prepared and finished in the same manner as specified for adjacent tank sections.

3.06 PAINT APPLICATION, EXTERIOR SURFACES

- A. After completion of surface preparation as specified, all bare metal surfaces shall receive the coatings specified under 2.02 "EXTERIOR PAINT MATERIALS." The total system shall include the following:
 - 1. Sherwin-Williams Company
 - a. 3-4 mils Corothane I Galvapac 1K Zinc - Prime Coat
 - b. 4-6 mils Macropoxy 646 - Intermediate Coat
 - c. 2-4 mils Acrolon 100 - Finish Coat
 - d. 11 mils (.011") shall be the minimum DFT of the system.
 - 2. Tnemec Company
 - a. 3-4 mils 94 H2O Hydro-Zinc -Prime Coat
 - b. 4-6 mils Series Pota-Pox L140F – Intermediate Coat
 - c. 2-4 mils Series 1095 Endura-Shield – Full Finish Coat
 - d. 11 mils (0.011") shall be the minimum dry film thickness of the completed new system.
- B. It will be the responsibility of the Contractor to obtain the minimum thickness and visual uniformity of each part of the system(s) above. More than one coat of the finish coat may be required if the total thickness specified for each coat is not achieved or shadowing is apparent within the finish coat.
- C. Color Scheme: the Owner shall select exterior finish coat that best matches the existing paint. The Contractor shall submit a current chart of the manufacturer's available colors to the Owner's representative ten days prior to start of painting operations.

3.07 COATING APPLICATION, INTERIOR SURFACES

- A. After completion of surface preparation as specified, all surfaces shall receive a three coat system from one of the manufacturers as noted below and specified under 2.03 "INTERIOR COATING MATERIALS." Where possible, each coat shall be of contrasting color and the topcoat shall be

white. The approved lining systems for the Vapor Area and Immersion Area of the tank interior follow:

1. Vapor Area (Roof):

Sherwin Williams

- a. 3-4 mils Corothane I Galvapak 1K Prime Coat
- b. 4-6 mils Macropoxy 646 Intermediate Coat
- c. 4-6 mils Macropoxy 646 Topcoat
- d. 13 mils (0.013") shall be the minimum DFT of the system.

Tnemec Company

- a. 3-4 mils Series 94 H2O Hydro-Zinc - Prime Coat
- b. 4-6 mils Series Pota-Pox L140F - Intermediate Coat
- c. 4-6 mils Series Pota-Pox L140F - Topcoat
- d. 13 mils (0.013") shall be the minimum DFT of the system.

2. Immersion Area (Surfaces below the vapor area):

Sherwin Williams

- a. 4-6 mils Macropoxy 646 Prime Coat
- b. 4-6 mils Macropoxy 646 Intermediate Coat
- b. 4-6 mils Macropoxy 646 Topcoat
- c. 15 mils (0.015") shall be the minimum DFT of the system.

Tnemec Company

- a. 4-6 mils Series L140F Pota-Pox Prime Coat
- b. 4-6 mils Series L140F Pota-Pox Intermediate Coat
- c. 4-6 mils Series L140F Pota-Pox Topcoat
- d. 15 mils (0.015") shall be the minimum dry film thickness of the completed system.

B. Shell/roof junction, roof plate lap seams, and designated void areas:

- 1. After completion of coating application, as specified, all void areas shall be filled with a joint sealant as specified under 2.03 "INTERIOR COATING MATERIALS". Joint sealant may be applied by caulking gun, trowel or other approved method. Sealant shall be pressed firmly into voids to insure 100% filling/sealing. It is not the intent of the scope to fill the crevice between rafters and roof plate.

3.08 DEHUMIDIFICATION

- A. Dehumidification (DH) is not required on this project. However, If DH is used to control the environment within the tank space 24 hours a day during blast cleaning and coating application, daily priming may be

delayed until the end of the work week. The DH system shall be similar or equal to the following requirements.

B. Operation Criteria:

1. The tank shall be continuously dehumidified 24 hours per day, 7 days per week during blasting, coating, between applications of coating, unless approved in writing by the Engineer.
2. Maintain the dehumidification system at all times. Only ventilation equipment, not dehumidification equipment is required throughout final cure period.
3. Dehumidification equipment shall also provide the necessary ventilation for the removal of solvent vapors during the coating and final cure phase. At all times, maintain the concentration of solvent vapors in all parts of the tank at 10-percent below the lower explosive limit (LEL).
4. Ducting shall be a minimum of 18 inches in diameter, airtight and reinforced with spirally-wound wire to prevent collapse. Size of ducting shall be larger if deemed necessary by the Contractor in order to comply with these specifications or any local, state, or federal safety regulations. Sizing of the ducting, ventilation, and dehumidification equipment shall be the sole responsibility of the Contractor. Provide an appropriate connecting device between the 18-inch duct and designated opening. All bends in duct work shall have a minimum radius of 2 X ID of the ducting (i.e. 18" ID = 36" minimum radius).
5. The Contractor shall design and submit for review a dehumidification and ventilation plan, which provides for a minimum cross-draft velocity of 100 feet per minute in the vicinity of the work area. The cross-draft velocities shall be obtained with the use of a portable blower or fans.
6. The areas adjacent to the surface that are to be blasted and coated shall not be exposed to a relative humidity over thirty-five percent, unless it is required to assure that a zinc primer will reach proper cure. Furthermore, these areas shall not have a surface temperature that is less than 15 degrees F above dew point at any time during cleaning and coating phases.

C. Equipment:

1. The dehumidification equipment shall be a solid desiccant (not liquid, granular, or loose lithium chloride) design having a single rotary desiccant bed capable of continuous operation, fully automatic, with drip-proof automatic electrical controller.
2. The equipment shall be capable of making two complete air changes every sixty minutes unless the 100 feet per minute cross-draft velocity requirement requires a larger volume.
3. The processed air from the dehumidification unit must maintain a relative humidity of eleven percent or less.
4. During the coating phase, dehumidification units shall have auxiliary heaters capable of maintaining a constant air temperature inside the tank.
5. Air heaters are not acceptable as substitutes for dehumidification units.
6. Air chillers, heaters, or air conditioners may be used downstream of the dehumidifiers if they are approved for use by the manufacturer of the dehumidification equipment and the Engineer.

D. Dehumidification equipment shall be operating continuously, 24 hours a day, seven days per week from the time abrasive blasting begins, through to completion of all lining application. Equipment shall be turned off only for regular servicing or fueling of climate control equipment or generator(s). Equipment can be turned off during periods when there is no demand for dehumidification only if automatic controls are installed that perform the following:

1. Activates and deactivates the equipment by determining the difference between the coldest surface temperature and the dew point temperature in the tank.
2. Measures and logs surface temperature, inside air temperature, inside dew point temperature and equipment run time at 1 minute intervals. Copies of this data will be delivered to the owner.
3. Climate control equipment equipped with a monitoring and control device, including complete control module, sensor module, and web-based support that notifies a capable technician of any failure of the equipment or power source, by cellular phone or pager.

- E. Coating System Identification: unless otherwise directed by the Engineer, stencil the following information on the completed exterior system. Location will be selected by the Engineer. Use a black urethane coating and provide lettering that is 2 to 3 inches in height.
 - 1. Month and Year of Completion
 - 2. Identification of Coating System

3.09 QUALITY CONTROL

- A. All coating components shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to insure all material is removed from containers during mixing and metering operations.
- B. All coatings shall be thoroughly mixed utilizing an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Catalyzed coatings shall not be applied beyond pot-life limits specified by manufacturer. Any required induction requirements shall be strictly followed.
- C. Thinners shall be added to coating materials only as required in accordance with the manufacturer's printed literature and in the presence of the Engineer. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.
- D. Application shall be by airless spray method except as otherwise specified, or approved by the Engineer. Drying time between coats shall be strictly observed as stated in the manufacturer's printed instructions.
- E. When two or more coats are specified, where possible, each coat shall be of contrasting color.
- F. Paint shall not be applied when wind speeds exceed fifteen miles per hour.
- G. Care shall be exercised during spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond limits of scaffold perimeter will not be permitted. All dryspray or overspray shall be removed as directed by Engineer and the area recoated.
- H. Upon completion of the interior coating operations and after the required drying intervals, holiday detection shall be accomplished on all coated surfaces below the overflow. The instrument shall be set at 2,000 volts, include a wire brush electrode, and be properly grounded. Repairs shall

be retested. The contractor shall obtain a letter from the coating manufacturer approving this test procedure, prior to any testing. Should the manufacturer not approve of this device, an 67.5 volt device Tinker and Razor M-1 device shall be used.

- I. All holiday detection of coatings shall be performed in the presence of the Engineer. Holiday detection may be completed above the overflow to verify continuity or areas suspected of not being continuous, as deemed necessary by the Engineer. It is the intent of these specifications to assure that all coatings are continuous and free of holidays that can be sealed with the specified coatings.
- J. A time element equivalent to 7 days curing time at 70 degrees and 50% relative humidity, and as required by the coating manufacturer and approved by Engineer, shall be required before placing the epoxy coating system into service, as determined in 3.10" FINAL CURING OF EPOXY COATING."

3.10 FINAL CURING COATING

- A. Special care shall be used to assure the proper cure of the zinc primer prior to overcoating, notably if relatively low-humidity conditions have been prevalent or dehumidification has been in use. Prior to overcoating zinc primer, its proper level of cure shall be determined by implementing testing completed in accordance with the coating manufacturer's written recommendations.

Upon completion and acceptance of applied coating system, Contractor shall furnish an approved exhaust fan or blower of sufficient capacity to insure removal of solvent vapors during curing process. The fan or blower, after approval by Engineer, shall be installed as directed by the Engineer and shall remain in continuous operation until coating is completely cured as determined by the manufacturer of the coating system.

- B. After completion of curing cycle as noted above, the Contractor shall test the applied coating with a solvent rub test performed in accordance with ASTM D 5402 to verify adequate curing has been attained.
 - 1. If final cure has not been attained, ventilation shall be continued until applied lining passes the solvent wipe test.
- C. After final cure is approved by Owner, Contractor shall remove fan or blower.

3.11 CP HAND-HOLE GROMMETS

- A. Following all surface preparation and coating application of both the interior and exterior surfaces of the roof, supply and install protective grommets to all cathodic protection hand-holes. Grommets shall be similar or equal to an NSF Certified EPDM rubber with a Shore A hardness of 60. Grommets shall be sized for a Standard NACE No. 5 hand-hole. Grommets distributed by Divecorr, Inc., Long Beach, CA (562-439-8287) are listed as a standard of quality.
- B. Installation shall include a bead sealant within the perimeter grommet groove using a flexible polyurethane or polysulfide product, similar or equal to Federal Specification TT-S-230.

3.12 CLEAN-UP

- A. Upon completion of the work, all staging, scaffolding and containers shall be removed from the site or destroyed in a manner approved by the Engineer. Coating or paint spots upon adjacent surfaces shall be removed and the entire jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the complete satisfaction of the Engineer at no cost to the Owner.

3.13 OMISSIONS

- A. Care has been taken to delineate herein those surfaces to be coated. However, if coating or painting requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal surfaces, unless specifically exempted herein, shall receive a first-class protective coating or paint equal to that given the same type surface pursuant to these specifications.