



PUBLIC WORKS DEPARTMENT

NOTICE INVITING FORMAL BIDS

AND

PROJECT SPECIFICATIONS

For

City of Atwater Roofing Project 2024

BID CALL NO.: 726-24 PROJECT NO. 24-01

BID OPENING: Thursday, March 14, 2024 @ 2:00 P.M. PST


Justin Vinson
Public Works Director

2/13/24
Date

BID DOCUMENTS

FOR

**CITY OF ATWATER
COMMUNITY CENTER ROOFING PROJECT 2024**

AT

**CITY OF ATWATER COMMUNITY CENTER
760 E BELLEVUE ROAD ATWATER, CA 95301**

FOR

**CITY OF ATWATER
750 BELLEVUE ROAD ATWATER, CA 95301**

TABLE OF CONTENTS

	<u>Page</u>
NOTICE INVITING BIDS	1
INSTRUCTIONS TO BIDDERS	3
DESIGNATION OF SUBCONTRACTORS	10
DESIGNATION OF SUBCONTRACTORS FORM	11
BID FORM	12
CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION FORM ...	16
NON-COLLUSION DECLARATION.....	17
BID GUARANTEE FORM	18
BID BOND FORM.....	19
AGREEMENT FORM	23
PAYMENT BOND	30
PERFORMANCE BOND	33
GUARANTEE.....	37
ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION	38
CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS	41
SPECIAL CONDITIONS.....	43

NOTICE INVITING BIDS

CITY OF ATWATER

NOTICE IS HEREBY GIVEN that the City of Atwater of Merced County, California, acting by and through its City Council, hereinafter referred to as, "City of Atwater" or "Owner", will receive prior to 2:00 March 14, 2024 sealed bids for the award of a Contract for the following:

BID NO. 2024-01

PROJECT: City of Atwater Community Center Roofing Project 2024

All bids shall be made and presented only on the forms presented by the Owner. Bids shall be received in the Office of the City of Atwater Office of the City Clerk at 750 Bellevue Road Atwater, CA 95301 and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened.

The Contract is to be completed 90 days from the date of award. CONTRACTOR should consult the Agreement Form regarding any milestones and Liquidated Damages.

There will be a mandatory Pre-Bid Conference at 10:00am February 29, 2024 at City of Atwater Community Center 760 E Bellevue Road Atwater, CA 95301. Any Contractor bidding on the Project who fails to attend the entire mandatory Pre-Bid Conference will be deemed a non-responsive bidder and will have its bid returned unopened.

Each bidder and sub-contractor shall be a licensed contractor pursuant to the California Business and Professions Code to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active Class C-39 License at the time of award and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents. Each bid must strictly conform with and be responsive to the Contract Documents as defined herein.


Prevailing wages are applicable to the Project. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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 the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code 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.

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the Owner or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120, are required, and shall be provided to the Owner prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.



CITY OF ATWATER

INSTRUCTIONS TO BIDDERS

1. Preparation of Bid Form and Bidding Procedures. Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions (if applicable), at the time and place stated in the Notice Calling for Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth herein. All blanks in the Bid Form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The Owner reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the Owner; (3) a certified check made payable to the Owner; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the Owner, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **ten percent (10%)** of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.
3. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the Owner. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the Owner, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the Owner office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**
5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent, or ambiguous, the Owner may reject such bid as not being responsive to the Notice Inviting Bids.
6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings, specifications and all other documents and requirements that are attached to and/or contained in the Project Manual. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions (if any), form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall

not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements and Bonds. The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.
9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the Owner. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: City of Atwater

Justin Vinson, Director of Public Works.

(209) 777-0273

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone and fax number, Specifications and/or Drawing number, and document title. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of six (6) days prior to bid opening. Requests received less than six (6) days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Owner not less than seventy-two (72) hours prior to bid opening.

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.
11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the City Council pursuant to the terms and conditions of the Contract Documents including, but not limited to, the Special Conditions (if applicable). The Owner reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the Owner may award the Contract to next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined herein.**
12. Bid Protest Procedure. Only the prime bidder may file a bid protest. The protest shall be filed in writing with the Owner's representative or project manager not less than three (3) working days after the date of the bid opening. An e-mail address shall be provided and, by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.
 - a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the Owner, an informal hearing will be held. Owner will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the Owner's reasonable control prevent such resolution. The Decision on the Bid Protest will be copied to all parties involved in the protest.

- b. Finality. The decision concerning the Bid controversy will be final and not subject to any further appeals.
 - c. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.
13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the City Council to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.
 14. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).
 15. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the Owner the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Package.
 16. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the Owner.
 17. Preference for Materials and Substitutions. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.
 18. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the Owner.
 19. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the Owner's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the Owner may deem such bid non-responsive. A bid may be determined by the Owner to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Owner even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.
 20. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.
 21. Non-Collusion Declaration. Public Contract Code Section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

22. Wage Rates, Travel and Subsistence.

- a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et seq., the Owner has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the Owner to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.
- b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.
- d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the Owner, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

23. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the Owner premises at any time.

24. Obtaining Bidding Documents. Bidding Documents, may be obtained from:

TO: City of Atwater Public Works Department
Justin Vinson, Director of Public Works.
470 Aviator Drive. Atwater, CA 95301
(209) 777-0273

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

25. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner or Owner representative and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Any Addendum issued by the Owner and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form w/ Addendum(s) Noted
- Addendum(s) Signed
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Bond (or Bid Guarantee Form if Security is other than Bid Bond)
- Contractor's Certificate Regarding Workers' Compensation
- Bidders Acknowledgment of Project Schedule
- Substitution Request Form

PRE-BID CLARIFICATION FORM (For Contractor's Use)

PROJECT NAME:			
PROJECT NUMBER:			
TO:		EMAIL:	_____ & _____

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:

RESPONSE TO CLARIFICATION:

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

***BIDDER'S ACKNOWLEDGEMENT OF PROJECT SCHEDULE**

The undersigned acknowledges that he/she has carefully and thoroughly reviewed the Project Schedule, attached herein, and made a part of the Contract Documents.

The undersigned fully understands the manpower requirements necessary to complete the project in accordance with the Project Schedule, and agrees to furnish all labor, materials and equipment necessary, upon (OWNER) acceptance of bidder's proposal, to fully comply with this schedule. The undersigned agrees to comply with any and all adjustments to schedule, as may be directed by the Construction Manager, and which may be required to ensure project completion as stipulated in the Contract Documents.

The undersigned acknowledges that failure to comply with the above could result in delays to other contractors, whose bona fide and substantiated cost impacts, due to said delays, may be borne by the undersigned.

ACKNOWLEDGED AND AGREED:

DATE: _____

CONTRACTOR

By: _____

BID FORM
FOR
CITY OF ATWATER
COMMUNITY CENTER ROOFING PROJECT 2024

CITY OF ATWATER

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE: ()

FAX: ()

EMAIL

TO: City of Atwater, acting by and through its City Council, herein called "Owner".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the Owner, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

CITY OF ATWATER COMMUNITY CENTER ROOFING PROJECT 2024

in the Owner described above, all in strict conformance with the drawings and other Contract Documents on file at the Owner Offices of said Owner for amounts set forth herein.

2. **BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:**

Number Number Number Number Number Number Number Number

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. **(BASE BID) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS**

_____ DOLLARS
(\$ _____)

4. **TIME FOR COMPLETION:** The Owner may give a notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the Owner reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid: Bid bond (10% of the Bid), certified check, or cashier's check (circle one)
6. The required List of Designated Subcontractors is attached hereto.
7. The required Non-Collusion Declaration is attached hereto.
8. The bidders acknowledgment of the project schedule is attached hereto.
9. The Substitution Request Form, if applicable, is attached hereto.
10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the Owner a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she ~~will also furnish and deliver to the Owner the Performance Bond and Payment Bond, all within five (5)~~ calendar days after award of Contract, and that the work under the Contract shall be commenced by the

undersigned bidder, if awarded the Contract, by the start date provided in the Owner's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

11. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

13. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

14. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____

License expiration date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

15. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the Owner may declare the bidder's bid deposit or bond forfeited as damages.

16. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, Addenda, Specifications, and all other documents contained in the Project Manual, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()
Phone Number

()
Fax Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his / her signature shall be placed above. All signatures must be made in permanent blue ink.

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____
[Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
[Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

BID GUARANTEE FORM
(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the _____ Owner or a certified check payable to the order of the _____ Owner in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

The proceeds of this check shall become the property of said Owner, if, this proposal shall be accepted by the Owner through the Owner's City Council, and the undersigned fails to execute a Contract with and furnish the sureties required by the Owner within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the _____ Owner (hereafter called "Owner") in the sum of _____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of _____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

	By	
(Corporate Seal)		Principal's Signature
		Typed or Printed Name
		Principal's Title
	By	
(Corporate Seal)		Surety's Signature
		Typed or Printed Name
		Title
(Attached Attorney in Fact Certificate)		
		Surety's Name
		Surety's Address
		Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by Owner and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	Owner Decision (circle one)
1				Yes No	Grant Deny
2				Yes No	Grant Deny
3				Yes No	Grant Deny
4				Yes No	Grant Deny
5				Yes No	Grant Deny
6				Yes No	Grant Deny
7				Yes No	Grant Deny
8				Yes No	Grant Deny
9				Yes No	Grant Deny

Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the Owner’s decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work. (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the Owner; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect or Owners Representative to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the Owner, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or Owner of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: _____

By: _____

Owner: _____

By: _____

[End of Required Bid Documents to be Submitted with Bid]

GENERAL CONSTRUCTION CONTRACT

This GENERAL CONSTRUCTION CONTRACT (“Contract”) is made by and between the CITY OF ATWATER, a California municipal corporation (“City”) and [REDACTED] (“Contractor”) as of [REDACTED], 20XX. City and Contractor shall be referred to herein separately as a “Party” and collectively as “Parties”.

1. The Contract. It is mutually agreed and understood that the complete Contract shall consist of the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if hereto attached:
 - A. This Contract;
 - B. Plans and Specifications for **PROJECT NO.** [REDACTED];
 - C. Special Provisions for **PROJECT NO.** [REDACTED];
 - D. Notice to Contractors;
 - E. Proposal to the City of Atwater;
 - F. Performance Bond;
 - G. Labor and Material Bond;
 - H. Current edition of the Caltrans Standard Specifications;
 - I. Current edition of the Caltrans Standard Plans;
 - J. The latest revisions to the General Prevailing Wage Rates; and
 - K. Any Published Addenda.

Any and all obligations of the City and the Contractor are fully set forth and described therein.

All of the above component documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The component documents comprising the complete Contract are sometimes hereinafter referred to as the “Contract Documents”. To the extent any of the Contract Documents are in conflict with each other, the component documents shall have priority based upon their hierarchical order set forth above.

2. Effective Date. This Contract shall only become effective once all of the Parties have executed the Contract (the “Effective Date”). Contractor, however, shall not commence the performance of the work until it has been given notice by City (“Notice to Proceed”).
3. Term. This Contract shall commence on the Effective Date and naturally terminate after Final Payment of Contractor by City as defined by Section 5-1.08 of the Special Provisions. Section 8-1.14 of the 2010 Caltrans Standard Specifications provides for Terminations. Section 2-1.12A of the 2010 Caltrans Standard Specifications allows for termination in accordance with 49 CFR 26.13(b) for failure by the contractor to carry out the requirements of 49 CFR part 26 in the award and administration of this contract.

4. The Work. Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner all work of improvement in accordance with the Contract Documents, and in the manner designated in, and in strict conformity with, the Project Plans and Specifications for PROJECT NO. [REDACTED], entitled, “[REDACTED] PROJECT” for construction in Atwater, Merced County, California. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and said work performed and completed as required in said Project Plans and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City or its representative. The City hereby designates the City Engineer as its representative for the purpose of this Contract.

City, without invalidating this Contract, may order changes to the work, consisting of additions, deletions, or other revisions. All such changes to the work, including in the Contract Price and Contract time for performance, shall be authorized by Change Order or Work Change Directive, signed by the City Manager. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract time for performance if it fails to secure such written authorization for such work, except in the case of an emergency as provided in the 2010 Caltrans Standard Specifications or the Special Provisions.

5. Contract Price. The City agrees to pay, and the Contractor agrees to receive and accept, the following Contract prices as full compensation for furnishing all materials and performing all work in accordance with this Contract as follows:

BASE BID

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
1	Mobilization				
2	Traffic Control				
3	SWPPP & Erosion Control				
4	QSP Site Monitoring				
5	Demolish and remove AC structural section				
6	Demolish and remove existing sidewalk, curb and gutter and drive approaches				
7	Demolish and remove existing curb ramps and cross gutters				
8	Remove existing street light				
9	Construct 6" thick concrete drop driveway approaches and associated gutter pans				

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE
10	Construct 6" thick concrete cross gutter				
11	Construct/Widen Concrete Sidewalks and Construct ADA Ramps				
12	Construct Curb and Gutter (excludes gutter pan along driveways)				
13	Construct Type A1 Curb				
14	Install Truncated Domes to ADA Curb Ramps				
15	Furnish and Install Type 9A ES-7K Pole, RRFB, and all associated signage				
16	Furnish and Install ES-7A Rapid Flashing Beacons with Pole, Push Button Assembly and all associated signage				
17	Furnish and Install Type 9A, Flashing Beacon on Type 19-1-100 Signal and Lighting Standard, Pushbutton Assembly, Rapid Flashing Beacons and all associated signage				
18	Furnish and Install Traffic Loops				
19	Sign relocation				
20	Valley Gutter Replacement				
21	Wooden Fence Replacement				
22	Chain Link Fence Replacement				
23	Wrought Iron Fence Replacement				
24	Construct New Pavement Section: 4" A.C. over 13" A.B.				
25	Striping				
26	Joint/Power Pole Relocation				
27	Raise to Grade Manholes, Utility Boxes, Monument Wells, Water Meter Box and Utility Vault (74 Total)				
TOTAL BASE BID:					\$

[DEDUCTIVE/ADDITIVE (IF ANY)] ALTERNATE 1

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ITEM PRICE

Total Contract Amount = Base Bid + Bid Alternate ___ (if any): \$ _____

Additional services may be authorized by the City Manager in an amount up to, but not to exceed ___% of the Total Contract Amount stated above as \$_____. In the event that additional services are deemed necessary, the Contractor shall provide a written request to the City Manager indicating the reason for the additional work, scope and cost of such work. The City Manager shall provide a written response to the request, either approving or denying the additional expenditure, in whole or in part, based upon a recommendation by the Public Works Director, or his designee. If additional services are requested and approved, they shall not exceed the amount approved in writing by the City Manager. In that event, the new total compensation shall not exceed the Total Contract Amount as stated herein, plus ___% of that price,, or \$_____. If additional services in excess of this amount (total contract price plus ___%) are deemed necessary by City staff, an amendment to this Agreement will be required and must be approved by City Council prior to commencing the work.

6. Termination. If the Contractor should become insolvent or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it or any of its subcontractors should violate any of the provisions of the Contract Documents, the City may serve written notice upon Contractor and its surety of its intention to terminate the Contract. The notice shall contain the reasons for the City's intent to terminate the Contract and unless the violation ceases and/or is corrected within ten (10) days of service of the notice, the Contract shall cease and terminate. In the event of any such termination, the City shall immediately serve a written notice of termination on the surety and the Contractor, and the surety shall have the right to take over and perform the Contract. The surety shall serve a written notice of intent to take over and perform the Contract on the City within fifteen (15) days of service of the notice to terminate and shall commence performance of the Contract within thirty (30) days from service of the notice to terminate. In the event the surety fails to serve the notice of intent to take over and perform or fails to commence performance as required in this Section, the City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any excess cost incurred by the City, and in such event the City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary to complete the work. The City may also terminate the Contractor's performance under the Agreement, either in whole or in part, at its own discretion, with or without cause, or for convenience or when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority, or upon a determination by the City that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the work for any reason. The City shall provide no less than fifteen (15) calendar days written notice of its intent to terminate the Agreement for convenience and shall endeavor to provide the Contractor with consultation with the City prior to termination.
7. Notices. All notices given pursuant to this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, certified or registered, with return receipt requested. Such notice shall be deemed served or given three (3) business days after deposit in the United States Postal Service. The address of each Party to this Contract for purposes of notice shall be as indicated below. Each Party may change its address for notice by giving notice of such change to the other Party in the manner set forth above.

If to City: **Lori Waterman, City Manager**
City of Atwater
750 Bellevue Road
Atwater, California 95301

If to Contractor:

[Redacted]

If to Surety:

[Redacted]

8. Assignment of Contract. The Contractor shall not assign the Contract, moneys due under the Contract, or monies to become due under the Contract, without first obtaining the prior written consent of the City.

9. Contract Security. The Contractor shall furnish a surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the faithful performance of this Contract (“Performance Bond”). The Contractor shall also furnish a separate surety bond in an amount at least equal to One Hundred Percent (100%) of the Contract price as security for the payment of all persons for furnishing materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney’s fee to be fixed by the court in case suit is brought upon the bond (“Labor and Material Bond”).

10. Insurance. Contractor shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best’s rating of no less than A VII and will provide City with written proof of said insurance. Contractor shall maintain coverage as follows and will provide City with written proof of said insurance. Such insurance shall remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work. The cost of such insurance shall be included in the contractor’s bid. Contractor shall maintain coverage as follows:

A. Minimum Scope of Insurance.

1. Commercial General Liability coverage at least as broad as the Insurance Services Office, Inc. (ISO Form CG 00 01) with limits of liability of at least \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance forms or other forms with a general aggregate limit are used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$4,000,000.

2. An Additional Insured Endorsement to the Commercial General Liability coverage form naming the City as an insured at least as broad as ISO form CG 20 37 10

01 entitled ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS.

3. Business Auto Liability coverage at least as broad as ISO form CA 00 01 with limits of liability of at least \$1,000,000 combined single limit per accident for bodily injury and property damage, covering any automobile owned, leased, hired or borrowed by the Contractor, its agents, representatives, or employees, or for which the Contractor is responsible.

4. An Automobile Liability Special Endorsement to the Business Auto Liability form naming the City as an insured with regard to damages and the defense of claims arising out of use of any automobile for which the Contractor is responsible. (In the alternative, the Contractor may provide a Designated Insured Endorsement form at least as broad as ISO Form CA 00 01).

5. Workers' Compensation coverage for the Contractor's employees with limits as required by California law, and Employers Liability coverage with limits of liability of at least \$1,000,000 per accident or occurrence.

6. A Certificate of Liability Insurance showing evidence of the above liability coverages prior to the commencement of work.

B. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the City, its officers, public officials, employees and volunteers, or (2) the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provisions.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain the following provisions:

1. The City, its officers, public officials, agents, employees and volunteers are to be covered as insured's with respect to liability and defense arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and 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 (CG 20 10), or as a separate owner's policy.

2. For any claims related to this project, the Contractor's liability insurance coverage shall be primary insurance as respects the City, its officers, public officials,

employees and volunteers. Any insurance of self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. The Contractor agrees that any and all liability insurance coverages available to it as a named insured will be applicable to the City as an Additional Insured.

6. If other than ISO forms are used by the insurer(s) for the Contractor, each form used will require individual review and approval by the City of Atwater.

D. Acceptability of Commercial Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than "A: VII."

E. Verification of Coverage.

Contractor shall furnish the City with Certificates of Liability Insurance and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the Entity's forms, provided those endorsements or policies conform to the requirements of the Contract. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

F. Subcontractors.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements stated herein.

G. For Construction Risks.

If this is a Proposal and Contract that involves a construction risk, in addition to the Insurance Requirement specified above, the Contractor shall procure and maintain Course of GENERAL CONSTRUCTION CONTRACT between City of Atwater and [REDACTED]

payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. Accident Prevention. Precaution shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.
13. Payment. The City will make partial and final payment to the Contractor except that the City will retain five percent (5%) of the final payment amount until the expiration of thirty-five (35) days from the date of recording by City of the notice of acceptance of completion of all work covered by this Contract, at which time and not before, City shall pay to Contractor the remaining five percent (5%), less any previous payments and deductions provided for herein.

The closure date for the purpose of making monthly progress payment will be the last calendar day of that month. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve such request when it is compatible with the City's payment procedure.

Each month, the Contractor will submit its own invoice for work performed through the closure date and the Engineer will make an approximate measurement of the work performed through the closure date and as a basis for making monthly payments, estimate its value based on the Contract unit prices or as the Engineer deems appropriate. The City will endeavor to, not later than twenty (20) working days after receipt of the Contractor's invoice, make partial payment to the Contractor, based on work performed and material incorporated in the project as of the closure date of the particular calendar month, providing that the Contractor's invoice for the work performed agrees with the Engineer's determination. If the Engineer's determination differs from the Contractor's invoice, the City will make payment to the Contractor for those items or portions of items not in dispute not later than payment would have been made had no dispute occurred. Within ten (10) calendar days after agreement on disputed work is achieved between the City and the Contractor, the City shall pay the Contractor for any additional monies due as a result of settling any dispute. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

The payment of progress payments by the City shall not be construed as an absolute acceptance of the work done up to the time of such payments, but the entire work is to be subjected to the inspection and approval of the City and subject to whatever inspection and approval may be required by law.

It is further agreed by the Parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

(p) *Time is of the Essence.* Time is of the essence in this Contract for each covenant and term of a condition herein.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Parties hereinabove named, on the day and year first herein written.

CITY OF ATWATER, a Municipal Corporation

By: _____

By: _____

GENERAL CONSTRUCTION CONTRACT between

City of Atwater and _____

Lori Waterman, City Manager

Contractor licensed in accordance with an act providing for the registration of contractors.

ATTEST:

By: _____
Lucy Armstrong, City Clerk

APPROVED AS TO FORM:

By: _____
Frank Splendorio, City Attorney

ACCOUNT DATA:

PROJECT NO. _____

Contract No. _____

Project Account No./Amount:

_____ / \$ _____

By: _____
Finance Director Verification

LICENSE NO. _____

TAXPAYER I.D. NO. _____

VENDOR NO. _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

(SEAL)

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the _____ Owner (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ Owner and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants

otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the _____ Owner (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ Owner in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exonerated or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligees' sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

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

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

GUARANTEE

Guarantee for _____ . We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of (3) three years from the date of the Notice of Completion of the above-mentioned structure by the _____ Owner, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than ten (10) days after being notified in writing by the Owner or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the Owner's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontract or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the _____ Owner, _____, _____, California _____, hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.
8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.
9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:

[Name of contractor/consultant]

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the _____ Owner, pursuant to the contract/ purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
 - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
 - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20__

[Name of Contractor/Consultant]

By its: _____

ATTACHMENT A:

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

SPECIAL CONDITIONS

SPECIAL CONDITIONS

SECTION 01110
SUMMARY OF WORK

PART 1 — GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

- A. Section includes repairs at the existing metal roof with Cool-Sil Silicone Coating.
- B. Related Work Specified Elsewhere:
 - 1. Section 07563: Fluid Applied Restoration

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: City of Atwater Roofing Project 2024
- B. Project Location: City of Atwater Community Center, 760 East Bellevue Road Atwater, CA 93501
- C. Owner: City of Atwater, 750 Bellevue Road. Atwater CA 95301
- D. General scope of work but not limited to;
 - 1. City of Atwater Community Center
 - 2. Inspect roof for any damage or areas of potential leaks.
 - 3. After inspection, clean areas where repairs will be made and apply a reinforced coating system.
 - 4. Install Unibond to all repair areas. Horizontal seams along the metal panels and at all damaged areas of the EPDM Gutter Liners.
 - 5. Apply Cool-Sil at a rate of two and a half (2.5) Gallons per square in two coats to areas where repairs will be made over Unibond.
 - 6. Apply Cool-Sil at a rate of two and a half (2.5) Gallons per square in two coats to areas where the EPDM Gutter Liner is damaged over Unibond.

1.4 WORK COMPLETED BY THE OWNER

- A. No work will be completed by the owner.

1.5 TYPE OF CONTRACT

- A. Work will be completed under a single prime contract.

1.6 USE OF PREMISES

- A. General: Contractor will have limited use of premises for construction operations.
- B. Use of site: Limit use of premises to work areas required. Do not disturb portions of the project site beyond areas in which the work is indicated.
- C. The building interior is off limits to the contractor. All access shall be from the exterior.
- D. The point of exterior access must be approved by the owner.

- E. Entrances: Keep all entrances serving the building clear and available to the owner, owner's employees, and emergency vehicles.
- F. Use of existing building: Maintain existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Protect building and occupants during construction.
- G. Vehicle Parking: Contractor parking is available on site and will need to be approved by the owner.
- H. Assume full responsibility for protection and safekeeping of materials stored on premises. Coordinate the location of materials and equipment to be stored on premises. Provide barricades, barriers, and enclosures as required to ensure safety.

1.7 OWNERS OCCUPANCY REQUIREMENTS

- A. The owner will occupy the building during the entire construction phase. Cooperate with the owner during construction operations to minimize owner conflicts and facilitate owner usage. Perform the work as to not interfere with owners operations.
- B. A minimum of 72 hours notice is needed for all activities that will affect the owners operations.

1.8 WORK RESTRICTIONS

- A. On site work hours: Work shall generally be performed from the hours of 7:00 am – 5:00 pm Monday through Friday except as otherwise indicated or approved by the owner.
- B. Weekend hours, early morning hours, utility shut down, and noisy activity requires owner's authorization a minimum of 72 hours in advance.

1.9 UNIT PRICES

- A. The following unit prices will be used to add or deduct from the total contract amount.

10. SCHEDULE OF ALTERNATES

N/A

1.11 PROJECT CONDITIONS

- A. Proceed with roofing work only when existing and forecasted weather conditions will permit a unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials subject to water or solar damage in quantities greater than can be weatherproofed during same day.

1.12 SEQUENCING AND SCHEDULING

- A. Sequence installation of roofing with related units of work specified in other sections to ensure that roof assemblies, including roof accessories, flashing, trim and joint sealers, are protected against damage from effects of weather, corrosion and adjacent construction activity.
- B. Complete all roofing field assembly work each day. Phased construction will not be accepted. Phased construction refers to the application of the roof insulation board, ply sheet membrane, and cap sheet membrane installed in the same day.
- C. Due to the cure time needed for the roofing system prior to the acrylic coating scheduling of work past the completion date will need to be reviewed and agreed upon by all parties. Work can only be completed during weekends or off hours past the project completion date unless otherwise reviewed and approved by the district. All coating work and 100% project completion shall be no later than **May 31, 2024**. Including punch list and final inspection.

1.13 PROJECT TIMELINE

- A. Advertisement #1: February 15, 2024
- B. Advertisement #2: February 22, 2024
- C. Pre-Bid Meeting: February 29, 2024 @ 10:00 am
- D. Last Day for Questions: March 7, 2024 @10:00 am
- E. Bid Date: March 14, 2024 @ 2:00 pm
- F. Project Start: ASAP, 2024
- G. Project Completion: May 31, 2024

END OF SECTION 01 11 00 – SUMMARY OF WORK

**SECTION 01 30 00
SUBMITTALS**

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Contract General Conditions.
- B. See also contract general conditions for additional requirements especially those regarding requests for ALTERNATIVES OR EQUALS and for SUBSTITUTIONS.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:
 - 1. Contractor's construction schedule
 - 2. Submittal schedule
 - 3. Shop Drawings
 - 4. Product Data
 - 5. Samples.
- B. Administrative Submittals: Refer to other Division1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits
 - 2. Applications for payment
 - 3. Performance and payment bonds
 - 4. Insurance certificates
 - 5. List of Subcontractors.

1.03 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect shall return without action any submittals requiring coordination with other submittals until related submittals are coordinated.
 - 3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - a. See General Conditions and Supplementary General Conditions for additional requirements.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken:
 - a. Project name
 - b. Date
 - c. Name and address of Architect
 - d. Name and address of Contractor
 - e. Name and address of subcontractor
 - f. Name and address of supplier
 - g. Name of manufacturer
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.05 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
- Dimensions
 - Identification of products and materials included
 - Compliance with specified standards
 - Notation of coordination requirements
 - Notation of dimensions established by field measurement.
- C. Sheet Size: Except for templates, patterns and similar full size Drawings, submit Shop Drawings on sheets at least 8 1/2" x 11" but no larger than 30" x 42".
- D. Submittals: Submit one correctable translucent reproducible print and six (6) blue or blackline print for the Architect's review; the reproducible and one print will be returned.

Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.06 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
Manufacturer's printed recommendations,
Compliance with recognized trade association standards,
Compliance with recognized testing agency standards,
Application of testing agency labels and seals,
Notation of dimensions verified by field measurement,
Notation of coordination requirements.
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- B. Submittals: Submit a minimum of six (6) copies of each required submittal as well as additional copies as required by the Architect, (the actual number of submittals and distribution required shall be determined by the Trustees Representative at the Preconstruction Conference). The Architect will return two sets marked with action taken and corrections or modifications required.
- C. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
1. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.07 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to include the following:
Generic description of the Sample
Sample source
Product name or name of manufacturer
Compliance with recognized standards
Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
- B. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for

the material or product.

Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.

- C. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.

Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.

- D. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work.

Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.

1.08 ARCHITECTS ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.

Compliance with specified characteristics is the Contractor's responsibility.

- B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. Final Unrestricted Release: Where submittals are marked "Approved," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
2. Final-But-Restricted Release: When submittals are marked "Approved as Noted," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
3. Returned for Resubmittal: When submittal is marked "Not Approved, Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Not Approved, Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 - b. Note: Any work performed prior to receiving a FULLY APPROVED submittal shall be done at the contractors own risk and is subject to being replaced if any of the submittal requirements are not met.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION 01300

**SECTION 07563
FLUID APPLIED ROOFING RESTORATION**

1.GENERAL

1.1. SECTION INCLUDES

- A. Metal Surface Roof Restoration
- B. Accessories
- C. Edge Treatment and Roof Penetration Flashings

1.2. RELATED SECTIONS

- A. Section 01110 - Summary of Work
- B. Section 06100 - Rough Carpentry
- C. Section 07620 - Sheet Metal Flashing and Trim

1.3. REFERENCES

- A. ASTM C 78 - Standard Test Method for Flexural Strength of Concrete.
- B. ASTM C 92 - Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials.
- C. ASTM C 109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars.
- D. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
- E. ASTM D 93 - Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester.
- F. ASTM D 562 - Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer.
- G. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
- H. ASTM D 1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).
- I. ASTM D 2196 - Standard Test Methods for Rheological Properties of Non-Newtonian Materials by Rotational (Brookfield type) Viscometer.
- J. ASTM D 2369 - Standard Test Method for Volatile Content of Coatings.
- K. ASTM D 4212 - Standard Test Method for Viscosity by Dip-Type Viscosity Cups.
- L. ASTM D 4402 - Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer.
- M. SMACNA Architectural Sheet Metal Manual.
- N. National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual.

1.4. SYSTEM DESCRIPTION

- A. Metal Surface Roof Restoration: Renovation work includes:
 - 1. Surface preparation: Remove loose flaking rust, dust, dirt, debris, secure all gaped panels and replace all loose fasteners with next size larger.
 - 2. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.
 - 3. Primer: Prime entire roof surface.
 - 4. Base coat: Apply base coat and fabric on seams and around penetrations/let cure/
Apply base coat over the entire roof surface/let cure.
 - 5. Topcoat: Apply coating over entire roof surface.

1.5. SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Submit shop drawings including installation details of fluid applied roofing and flashing prior to job start.
- D. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
 - 1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
 - 2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.
 - 3. Product reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- E. Verification Samples: For each product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, and color.
- F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6. QUALITY ASSURANCE

- A. Perform Work in accordance with manufacturer's current Application and Installation Guidelines and the NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof

system specified herein.

- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7. PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.
- C. Objectives include:
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 - 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
 - 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 6. Review required inspection, testing, certifying procedures.
 - 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 - 8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.8. DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Storage temperatures should be between 60 degrees F to 80 degrees F (15.6 degrees to 26.7 degrees C). Indoor ventilated storage is recommended. Ensure jobsite storage is in a shaded and ventilated area. Do not store in direct sunlight. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

1.9. PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits

recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

- B. Weather Condition Limitations: Product application must not be done when rain or other conditions such as fog or heavy dew are possible within a 24 hour period. Roof surface must be at least 6 Fahrenheit degrees or 3 Celsius degrees above the dew point and rising.
- C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.
- E. When applying materials with spray equipment, take precautions to prevent over spray from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:
 - 1. Close air intakes into the building.
 - 2. Have a dry chemical fire extinguisher available at the jobsite.
 - 3. Post and enforce "No Smoking" signs.
- F. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.
- G. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75 degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.
- H. Take precautions to ensure that materials do not freeze.
- I. Minimum temperature for application of White-Knight Plus/ White-Stallion Plus, White-Knight Plus WC, LiquiTec and Cool-Sil coatings is 50 degrees F (10 degrees C) and rising.

1.10. WARRANTY

- A. Warranty Period: Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 3 years from date of acceptance.

2.PRODUCTS

2.1. MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: <http://www.garlandco.com>. Local Representative Logan Esqueda (559) 862-6298 lesqueda@garlandco.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2. METAL SURFACE ROOF RESTORATION

- A. Cool Sil HB:
 - 1. Primer: Rust-Go Primer (for priming metal components only)
 - 2. Coating: Cool Sil HB:
 - 3. Flashing: Cool Sil FG
 - 4. Reinforcement: Partial reinforcement on metal panel seams only.
 - a. UniBond ST

2.3. ACCESSORIES:

- A. Roof Insulation: In accordance with Section 07220.
- B. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel, Fasteners shall be self-clinching type of penetrating type as recommended by the deck manufacturer. Fasten nails and fasteners flush-driven through flat metal discs not less than 1 inch (25 mm) diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than 1 inch (25 mm) diameter are used.
- C. Silicone Sealant - All-Sil: One part, medium modulus, high-performance sealant intended for use in expansion and control joints, reglets, panels, tilt-up walls, metal curtain walls, copings, window and door perimeters, panel bedding, and glazing details.
 - 1. Tensile Strength, ASTM D 412: 230 psi
 - 2. V Elongation, ASTM D 412: 360%
 - 3. Hardness, Shore A ASTM C 920: 24
- D. Silicone Sealer - Cool-Sil FG: One part, 100% silicone, moisture-cure sealer for sealing roof penetrations, drains, existing membrane seams and other flashing details.
 - 1. Tensile Strength, ASTM D 412: 130 psi
 - 2. Elongation, ASTM D 412: 275%
 - 3. Hardness, Shore A, ASTM C 920: 35
 - 4. Adhesion-in-Peel, ASTM C 92: 30 pli
- E. Silicone Dampproofing - Seal-A-Pore HP: Transparent and colorless solution designed to damp-proof above grade masonry surfaces as recommended and furnished by the membrane manufacturer.
 - 1. Density @77 degrees F 8.4 lb/gal min.
 - 2. Viscosity (Zahn #2 cup) Typical 14 sec.
- F. Acrylic Damp-Proofing Tuff-Coat: Damp-proofing that provides heavy body protection while bridging small hair line cracks and masonry imperfections as recommended and furnished by the membrane manufacturer.
 - 1. Density @77 degrees F 12.25 lb/gal typical
 - 2. Viscosity, ASTM D 562: 95 KU
- G. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- H. Non-Shrink Grout: GarRock all-weather fast setting chemical action concrete material to fill pitch pans.
 - 1. Flexural Strength, ASTM C 78: (modified) 7 days 1100psi
 - 2. High Strength, ASTM C 109: (modified) 24 days 8400lbs (3810kg)
- I. Pitch Pocket Sealer - Universal Pitch-Pocket Sealer: Two-part, 100% solids, self-leveling, polyurethane sealant.
- J. Glass Fiber Cant - Glass Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.

2.4. EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Flashing Boot - Rubbertite Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.
- B. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.

- C. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.
- D. Drain Flashing should be 4lb (1.8kg) sheet lead formed and rolled.
- E. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- F. Fabricated Flashing: Fabricated flashings and trim are specified in Section 07620.
 - 1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.
- G. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07710.
 - 1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

3.EXECUTION

3.1. EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2. ROOF PREPARATION AND REPAIR

- A. General: All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
 - 1. Remove damaged roof flashings from curbs and parapet walls down to the surface of the roof. Remove damaged existing flashings at roof drains and roof penetrations.
 - 2. Existing roof surfaces shall be primed as necessary and allowed to dry prior to installing the roofing system.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Repair all defects such as deteriorated roof decks, saturated materials, loose or brittle membrane or membrane flashings, etc. Verify that existing conditions meet the following requirements:
 - 1. Existing membrane is either fully adhered or that the membranes mechanical fasteners are secured and functional.
 - 2. Application of roofing materials over a brittle, damaged or poor condition roof membrane is not permitted.
- D. Remove all loose dirt and foreign debris from the roof surface. Do not damage roof membrane in cleaning process.
- E. Clean and seal all parapet walls, gutters and coping caps, and repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.
- F. Confirm local water run-off ordinances and restrictions prior to cleaning roof. Clean the entire

roof surface by removing all dirt, algae, mold, moss, paint, oil, talc, rust or other foreign substance. Use a bio-degradable cleaner like Simple Green Oxy Solve when necessary and warm water. Scrub heavily soiled areas with a brush. Power wash roof thoroughly with an industrial surface cleaner equipped with one piece balanced spray rotating jets for streak free close contact cleaning. Rinse with fresh water to completely remove all residuals. Allow roof to dry thoroughly before continuing.

- G. Repair existing roof membrane as necessary to provide a sound substrate for the liquid membrane. All surface defects must be repaired/renovated and be made watertight. Any repairs must be with be only with materials compatible with the fluid-applied roofing restoration system.
- H. Power washing of metal roof surfaces to remove all loose rust or scale is mandatory before application. Use a high volume air broom or compressed air to remove residual dust rust perforations, etc. Deteriorated metal roof decks must be repaired or replaced prior to the application of the coating system.

3.3. INSTALLATION

- A. General Installation Requirements:
 - 1. Install in accordance with manufacturer's current Application and Installation Guidelines and the NRCA Roofing and Waterproofing Manual.
 - 2. Adequate coating thickness is essential to performance. If the applicator is unfamiliar in gauging application rates, we suggest that a controllable area be measured and the specified material be applied. In all cases, all minimum specified material must be applied and proper minimum dry film thicknesses must be achieved. Care must be taken to ensure that all areas completed including all flashings, roof penetrations, etc. are coated sufficiently to ensure a watertight seal.
 - 3. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
 - 4. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
 - 5. Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore adjacent work damaged by installation of the roofing system.
 - 6. All primers must be top coated within 24 hours after application, preferably immediately after drying. Clean and re-prime if more time passes after priming.
 - 7. Coordinate counter flashing, cap flashings, expansion joints and similar work with work specified in other Sections under Related Work.
 - 8. Coordinate roof accessories and miscellaneous sheet metal accessory items, including piping vents and other devices with work specified in other Sections under Related Work.
- B. Metal Surface Roof Restoration: Renovation work includes:
 - 1. Surface Preparation: Remove loose flaking rust, dust, dirt, debris, secure all gaped panels and replace all loose fasteners with next size larger.
 - a. Remove rust by the most rigorous method suitable for the particular project and as approved by Garland.
 - b. Tighten all fasteners and verify that neoprene washers are in place.
 - c. Replace missing fasteners using oversize fasteners as necessary.
 - d. Seal all fastener heads by applying a heavy dab of compatible sealant to the tops and around of all fastener heads.
 - e. Repair gaps, holes and joints in the metal roof with appropriate patching materials.
 - f. Completely remove existing seam coatings, mastics and sealants.
 - g. Ensure skylights, scuppers, gutters, penetrations and structures are firmly secured, watertight and in good working condition.
 - h. Where necessary, install water deflecting crickets behind rooftop mechanical units.

- i. All roof areas must promote positive drainage.
- j. Previously coated roofs with well-adhered polyurethane or polyurea coating surfacing must be solvent-wiped with acetone after cleaning to reactivate surface for overcoating.
- 2. Flashing: Repair/Replace metal flashings, pitch pockets, etc.
- 3. Primer:
 - a. Prime entire roof surface with Rust-Go Primer rust inhibitive primer at 1/4 gallon per 100 SF.
- 4. Reinforcement: Treatment of field seams and around penetrations:
 - a. Application of UniBond ST seam tape with Base Coat on metal panel end laps, flashings and around penetrations.
 - 1. Verify that the surface to be coated is properly prepared.
 - 2. Remove the clear release liner from the back in workable sections
 - 3. Center 6 inch wide UniBond ST over the middle of the lap.
 - 4. Use care to install the tape uniformly. Do not stretch or cause air pockets, wrinkles or fishmouths.
 - 5. Apply pressure to tape starting at the center and work toward outside edge with a steel roller to activate the bonding process.
 - 6. Inspect the tape to ensure that it is properly installed. Verify edges are tightly fixed to surface. If any discrepancies are present, repair before the coating is applied.
 - 7. Saturate the tape with coating or baser as specified.
- 5. Coating: Ensure the fluid-applied coverage rates are obtained throughout the entire roof surface.
 - a. Material: Apply base coat in a uniform manner at 1.5 gallons per 100 SF over the entire roof surface. Allow to cure thoroughly, but no more than 72 hours. Apply a top coating over base coat at 1.0 gallons per 100 SF.
 - b. Use special attention to coating flashings and other critical areas to build adequate membrane thickness.
 - c. Use multiple coats on verticals or steep slopes to prevent sagging and to obtain the required total coverage rate.
 - d. Apply to Garland's minimum membrane thickness over the entire roof surface.

3.4. REPAIR OF EDGE TREATMENT AND ROOF PENETRATION FLASHING

- A. General
 - 1. Repair flashing in accordance with the requirements/recommendations of the Membrane manufacturer and as indicated on the manufacturer's standard drawings. Provide system with base flashing, edge flashing, penetration flashing, counter flashing, and all other flashings required for a complete watertight system.
 - 2. Install and repair flashings concurrently with the roofing as the job progresses.
 - 3. Terminate flashings as required by the membrane manufacturer.
- B. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are provided as specified in Section 07710.
 - 1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the National Roofing Contractor's Association "Roofing and Waterproofing Manual" as applicable.

3.5. CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove coating markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6. PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7. FIELD QUALITY CONTROL

- A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system.
- B. Perform field inspection and [and testing] as required under provisions of Section 01410.
- C. Correct defects or irregularities discovered during field inspection.

3.8. FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, roofing system manufacturer's representative and others directly concerned with performance of roofing system.
- B. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. If core cuts verify the presence of damp or wet materials, the installer shall be required to replace the damaged areas at his own expense.
- D. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation that is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- E. Notify Architect upon completion of corrections.
- F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

3.9. SCHEDULES

- A. Primers:
 - 1. Rust-Go Metal Primer:
 - a. Flash Point: 40 degrees F (4.4 degrees C) min
 - b. Solids by Weight: 69.9% plus/minus 2.0%
 - c. Solids by Volume: 52.5% plus/minus 2.0%
 - d. Viscosity @ 77 degrees F (25 degrees C):70 plus/minus 5 KU
- B. Reinforcement:
 - 1. UniBond ST: Fatigue resistant, polyester-faced adhesive tape.
 - a. Tensile Strength 4500 psi.
 - b. Elongation, 500%

- c. Low Temperature Flexibility, -70 degrees F (-56.6 degrees C).
- d. Service Temperature, -30 to 200 degrees F (-34.4 to 93.3 degrees C).
- e. Permeance ASTM 96b, .001 perms.
- f. Adhesion Greater than 20 lbs./in.

C. Coatings:

- 1. Coating: Cool-Sil HB Gray Silicone Coating (Roller Grade): Single-component 100 % silicone, liquid waterproofing membrane.
 - a. Tensile Strength: ASTM D 412, 350 psi
 - b. Elongation: ASTM D 412, 174%
 - c. Flash Point: ASTM D 93, 141 degrees F min. (60.6 degrees C)
 - d. Solids Content: ASTM D 2369, Typical 95%
 - e. VOC: < 50 g/l
- 2. Coating: Cool-Sil HB White Silicone Coating (Roller Grade): Highly reflective, multi - purpose, single-component 100% silicone, liquid waterproofing membrane.
 - a. Tensile Strength: ASTM D 412, 350 psi
 - b. Elongation: ASTM D 412, 174%
 - c. Flash Point: ASTM D 93, 141 degrees F min. (60.6 degrees C)
 - d. Solids Content: ASTM D 2369, Typical 95%
 - e. VOC: < 50 g/l
 - f. Reflectance: 0.89
 - g. Emittance: 0.90
 - h. SRI: 113

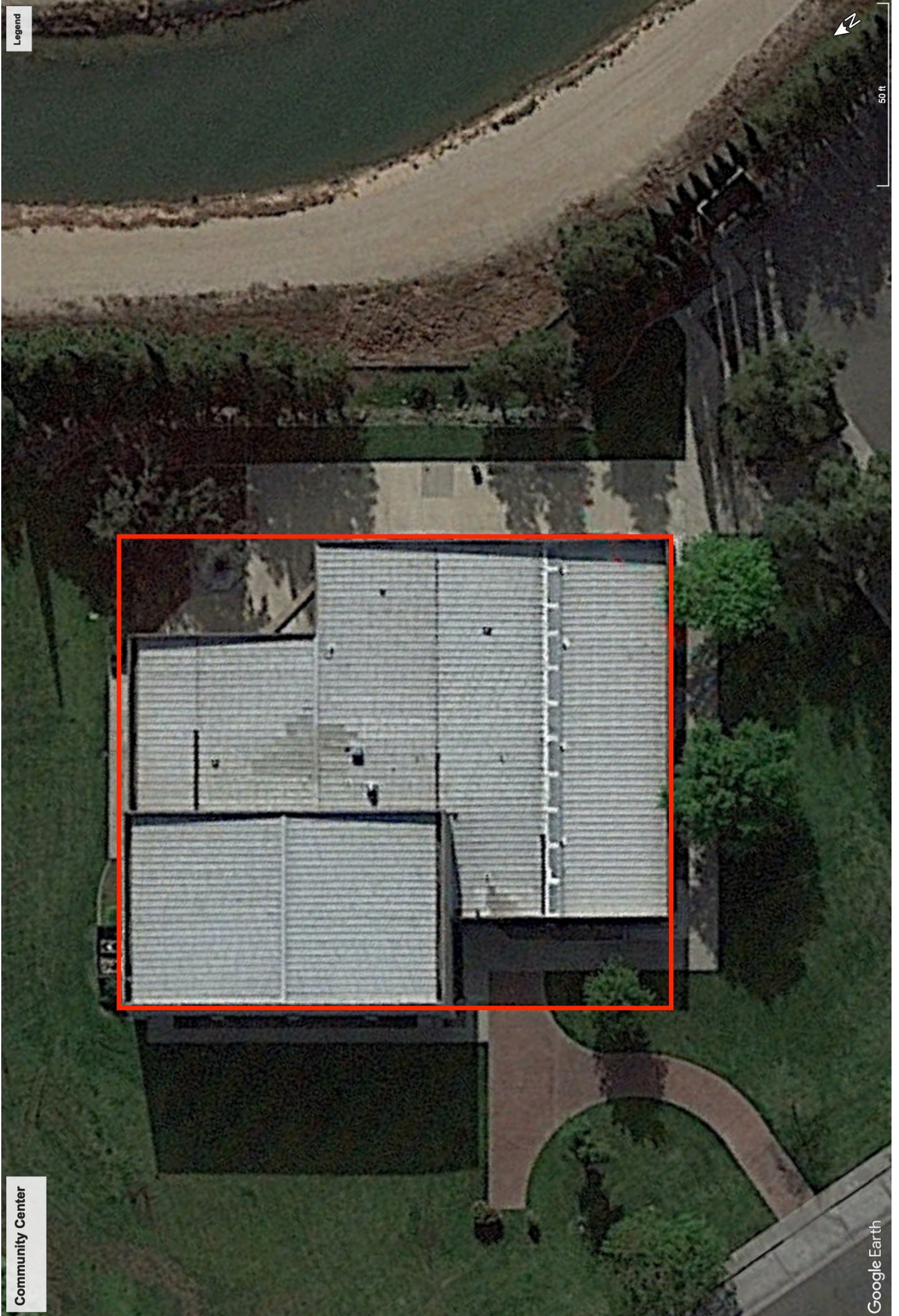
D. Sealant.

- 1. Sealant: All-Sil: Low modulus, high extension/compression and excellent adhesion to most building materials s,
 - a. Tensile Strength: ASTM D 412, 130 psi
 - b. Elongation: ASTM D 412, 275%
 - c. Solids Content: ASTM D 2369, Typical 95%
 - d. VOC: < 50 g/l

END OF SECTION

Community Center

Legend



Google Earth

50 ft