

# **PROJECT MANUAL**

**TECHNICAL SPECIFICATION  
FOR  
CENTRAL UNIFIED SCHOOL DISTRICT  
AT  
SAROYAN ELEMENTARY SCHOOL  
STEINBECK ELEMENTARY SCHOOL  
CENTRAL EAST HIGH SCHOOL  
GLACIER POINT MIDDLE SCHOOL  
2023 ROOFING PROJECT**



Central Unified School District  
**4200 N Grantland Ave Fresno CA 93723**  
**Bid Date: November 29, 2023 @ 10:00AM**

**BID DOCUMENTS**

**FOR**

**CENTRAL UNIFIED SCHOOL DISTRICT**  
**2023 ROOFING PROJECT**

**AT**

**SAROYAN ELEMENTARY SCHOOL**  
**5650 W Escalon Ave Fresno CA 93722**

**STEINBECK ELEMENTARY SCHOOL**  
**3550 N Milburn Ave Fresno CA 93722**

**CENTRAL EAST HIGH SCHOOL**  
**3535 N Cornelia Ave Fresno CA 93722**

**GLACIER POINT**  
**4055 N Bryan Ave Fresno CA 93723**

**CENTRAL UNIFIED SCHOOL DISTRICT**  
**5652 W. Gettysburg, Fresno, CA 93722**

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## **NOTICE INVITING BIDS**

### **Central Unified School District**

NOTICE IS HEREBY GIVEN that the **Central Unified School District** of **Fresno** County, California, acting by and through its Governing Board, hereinafter referred to as "District", or "Owner", will receive prior to **2:00 PM November 30, 2023** sealed bids for the award of Project # 2324-1401 for Roof Repairs at Various Sites.

The Contract is to be completed **April 30, 2024**. CONTRACTOR should consult the Agreement Form regarding any milestones and Liquidated Damages.

There will be a Pre-Bid Conference at **9:00 am November 20, 2023 at Saroyan Elementary School 5650 W Escalon Ave Fresno CA 93722 moving to Steinbeck Elementary School 3550 N Milburn Ave Fresno CA 93722 moving to Central East High School 3535 N Cornelia Ave Fresno CA 93722 and finishing at Glacier Point Middle School 4055 N Bryan Ave Fresno CA 93723**. 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.

The lowest bid shall be determined on the total of base bid. The Owner reserves the right to add or deduct any of the additive or deductive items after the lowest responsible and responsive bidder is determined.

The project shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

The Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.

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. Bidder shall state the California contractor license number on the Designation of Subcontractors form for all subcontractors doing more than one-half of one percent (0.5%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid non-responsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

Subcontractors shall maintain their licenses in good standing through Project completion and all applicable warranty periods. Owner reserves the right to reject any bid as non-responsive if bidder or any subcontractor is not licensed in good standing from the time the bid is submitted to Owner up to award of the Contract, whether or not the bidder listed the subcontractor inadvertently, or if a listed subcontractor's license is suspended or expires prior to award of the Contract. Owner also reserves the right to reject any bid as non-responsive if a listed subcontractor's license is not in good standing to perform the work for which it is listed from the time of submission of the bidder's bid to award of the Contract.

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.

Bids will be sealed and filed at **Transportation Department of the Central Unified School District - 4200 N Grantland, Fresno, California, 93723** on **November 30, 2023** before **2:00:00 pm** on the clock designated by the Owner or its representative as the bid clock. Facsimile (FAX) copies of the bid will not be accepted.

Bids will be opened on **November 30, 2023**, at **Transportation Department of the Central Unified School District 4200 N Grantland, Fresno, California, 93722** after **2:01:00 pm** as calculated by the clock designated by the Owner or its representative as the bid clock.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact surety insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a Contract if awarded the Work and will be declared forfeited, paid to, or retained by the Owner as liquidated dam-

ages if the bidder refuses or neglects to enter into the Contract provided by the Owner after being requested to do so. The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner.

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, said bonds to be secured from Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by the successful bidder and to require the successful bidder to obtain bonds from surety insurers satisfactory to the Owner. The bidder will be required to furnish insurance as set forth in the Contract Documents.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between Owner and Contractor and General Conditions.

The Owner reserves the right to waive any irregularity and to reject any or all bids.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than sixty (60) days to decide regarding the rejection of bids or the award of the Contract.

Advertise: Monday, November 13, 2023  
Monday, November 20, 2023

Authorized By: Jesse Bath  
Director, Maintenance, Operations, and Transportation

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CENTRAL UNIFIED SCHOOL DISTRICT

## 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: Central Unified School District, 4200 N Grantland Fresno CA 93723**
- **Jesse Bath, Director of Operations, [jbath@centralunified.org](mailto:jbath@centralunified.org)**
- **(559) 275-9734**

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 District 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 governing Board 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 Governing Board 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 District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District 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 District 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:

- Central Unified School District, Transportation Building 4200 N Grantland Fresno CA 93723
- Jesse Bath, Director of Operations
- (559) 275-9734

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 District 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
- ☐ Roof Project Certification
- ☐ Bid Bond (or Bid Guarantee Form if Security is other than Bid Bond)
- ☐ Contractor's Certificate Regarding Workers' Compensation
- ☐ Bidders Acknowledgment of Project Schedule
- ☐ Fingerprint and Criminal Background check Verification
- ☐ Substitution Request Form (If substitution request form is not submitted then no substitutions will be allowed after the bids are opened)

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

|                 |  |        |                  |
|-----------------|--|--------|------------------|
| PROJECT NAME:   |  |        |                  |
| PROJECT NUMBER: |  |        |                  |
| TO:             |  | EMAIL: | _____ &<br>_____ |

|                           |  |                 |  |
|---------------------------|--|-----------------|--|
| 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.

**DESIGNATION OF SUBCONTRACTORS FORM**

| <b>Scope of Work</b> | <b>Name of Sub-contractor</b> | <b>Location &amp; Place of Business</b> | <b>DIR #</b> | <b>License Type and Number</b> |
|----------------------|-------------------------------|-----------------------------------------|--------------|--------------------------------|
|                      |                               |                                         |              |                                |
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|                      |                               |                                         |              |                                |

Name of Bidder:

Date:

Name:

Signature of Bidder  
Representative:

Address:

Phone:

**\*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

CENTRAL UNIFIED SCHOOL DISTRICT

2023 ROOFING PROJECT

CENTRAL UNIFIED SCHOOL DISTRICT

CONTRACTOR  
NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: (       )

\_\_\_\_\_

FAX: (       )

\_\_\_\_\_

EMAIL

\_\_\_\_\_

TO: Central Unified School District, acting by and through its Governing Board, 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:

**CENTRAL UNIFIED SCHOOL DISTRICT 2022 ROOFING PROJECT**

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.

**SAROYAN ELEMENTARY SCHOOL**

3. (BASE BID) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

4. ADD OWNERS ALLOWANCE OF \$10,000.00 (Ten Thousand Dollars)

5. (TOTAL BID WITH OWNERS ALLOWANCE) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

6. (ROOF DECKING REPLACEMENT / PSF) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

**STEINBECK ELEMENTARY SCHOOL**

7. (BASE BID) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS \_\_\_\_\_ DOLLARS

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

8. (ROOF DECKING REPLACEMENT / PSF) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS \_\_\_\_\_ DOLLARS

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

**CENTRAL EAST HIGH SCHOOL**

9. (BASE BID) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS \_\_\_\_\_ DOLLARS

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

10. (ROOF DECKING REPLACEMENT / PSF) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS \_\_\_\_\_ DOLLARS

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

**GLACIER POINT MIDDLE SCHOOL**

11. (BASE BID) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS \_\_\_\_\_ DOLLARS

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

12. (ROOF DECKING REPLACEMENT / PSF) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS \_\_\_\_\_ DOLLARS

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

**TOTAL FOR ALL FOUR SITES - SAROYAN ES, STEINBECK ES, CENTRAL EAST HS, GLACIER POINT MS**

13. (BASE BID) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS (THIS WILL BE USED TO DETERMINE LOW BID) \_\_\_\_\_ DOLLARS

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

14. (ROOF DECKING REPLACEMENT / PSF) - TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS \_\_\_\_\_ DOLLARS

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

15. TIME FOR COMPLETION: The Owner may give a notice to proceed within sixty (60) 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 sixty (60) 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 (60) days after the date set for the opening of bids.

16. 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)
17. The required List of Designated Subcontractors is attached hereto.
18. The required Non-Collusion Declaration is attached hereto.
19. The required roof project certification is attached hereto.
20. The bidders acknowledgment of the project schedule is attached hereto.
21. The Substitution Request Form, if applicable, is attached hereto.
22. 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.
23. 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 for going 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: \_\_\_\_\_

## **ROOF PROJECT CERTIFICATION**

(Public Contract Code §3006(a) and (b))

I, \_\_\_\_\_ [name], \_\_\_\_\_ [name of employer], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, \_\_\_\_\_ [name], \_\_\_\_\_ [name of employer], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_ [name], \_\_\_\_\_ [name of employer], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

\_\_\_\_\_  
[name and address of building, contract date and number]

\_\_\_\_\_  
[name and address of building, contract date and number]

\_\_\_\_\_  
[name and address of building, contract date and number]

\_\_\_\_\_  
[name and address of building, contract date and number]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

\_\_\_\_\_  
Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of Employer

**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 \_\_\_\_\_ District or a certified check payable to the order of the \_\_\_\_\_ District 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 Governing Board, 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 \_\_\_\_\_ District (hereafter called "Owner") in the estimated 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

\_\_\_\_\_  
Surety's Name

\_\_\_\_\_  
(Attached Attorney in Fact Certificate)

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Surety's Address

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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)

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

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

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## 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 District 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 <sup>1</sup> (circle one) | District 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 District'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 District; (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 District, 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 District 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: \_\_\_\_\_

District: \_\_\_\_\_

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

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

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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This Agreement between Owner and Contractor ("Agreement") is entered into effective as of \_\_\_\_\_, 20\_\_ between the Central Unified School District, Fresno County, California ("Owner") and \_\_\_\_\_ ("Contractor"), with Owner and Contractor each a "Party" and together the "Parties" to this Agreement.

Contractor and Owner agree as follows:

**1. SCOPE OF WORK.** Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the 2023 Roofing Project (the "Project") identified as Bid. No. 2324-1401.

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor's employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor's subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner's request, be dismissed from the site.

**2. EXAMINATION OF SITE.** Contractor has visited the site and investigated the conditions on, in, out and about the site, including any buildings, which might affect the progress of the Project and is satisfied as to those conditions. No claim for money or time will be allowed as to such matters.

**3. CONTRACT DOCUMENTS.** The Contractor and Owner agree that the Contract Documents are composed of this Agreement, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment, Independent Contractor Student Contact Form, any required bonds, and any specifications and plans. If there are specifications and plans, the specifications and plans are intended to cooperate, so that any work exhibited in the plans and not mentioned in the specifications, or vice versa, is to be executed the same as if both mentioned in the specifications and set forth in the plans to the true intent and meaning of the said plans and specifications, when taken together. The Contract Documents are complementary, and each obligation of the Contractor, subcontractors, and material or equipment suppliers in any one shall be binding as if specified in all. Where

requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws. The work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

4. **COMPLETION DATE.** The work to be completed under this Agreement shall begin no later than \_\_\_\_\_, \_\_\_\_\_, and be completed on or before \_\_\_\_\_, \_\_\_\_\_ (the "Completion Date").

5. **CONTRACT SUM.** The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), unless modified in accordance with the Contract Documents.

6. **CONTRACTOR'S LICENSE AND COMPLIANCE MONITORING.** In accordance with section 3300 of the Public Contract Code, Contractor has a Class "C-39" license which shall be maintained in good standing for the duration of Contractor's work on the Project. Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. **LIQUIDATED DAMAGES.** Failure to complete the Project within the time and in the manner provided for in this Agreement shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the Parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: \$1,000, for each calendar day by which completion of the Project is delayed beyond the Completion Date, as adjusted by change orders.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

8. **EARLY COMPLETION.** Regardless of the cause therefore, the Contractor may not maintain any claim or cause of action against the Owner for damages incurred as a

result of its failure or inability to complete its work on the Project in a shorter period than established in this Agreement, the Parties stipulating that the period established in this Agreement is a reasonable time within which to perform the work on the Project.

**9. PAYMENT.** Owner will pay Contractor on a monthly basis for services satisfactorily performed after receipt of properly documented and submitted applications for payment. On or before the fifth day of each month, Contractor shall submit to Owner an itemized application for payment in the format supplied by the Owner indicating the amount of work completed since commencement of the work or since the last progress payment, as applicable. These applications shall be supported by evidence which is required by this Agreement and such other documentation as the Owner may require. The Contractor shall certify that the work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to submit a detailed schedule of values upon request of the Owner and in such detail and form as the Owner shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. For each accepted payment, five percent (5%) shall be withheld and retained by the Owner, and the remainder shall be paid to the Contractor.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full. Owner may withhold payment and/or retention, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of: (a) Defective work not remedied; (b) Stop Payment Notices filed, unless the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim and which Owner chooses to accept. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties. The surety insurer, at the time of issuance of the bond, unless otherwise agreed to by Owner in writing, must have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner; (c) Liquidated damages assessed against the Contractor; (d) Reasonable doubt that the work can be completed for the unpaid balance of any Contract Sum or by the completion date; (e) Damage to the Owner, another contractor, or subcontractor; (f) Unsatisfactory prosecution of the work by the Contractor; (g) Failure to store and properly secure materials; (h) Failure of the Contractor to submit on a timely basis, proper and sufficient

documentation required by the Contract Documents; (i) Failure of the Contractor to maintain record drawings; (j) Erroneous estimates by the Contractor of the value of the work performed, or other false statements in an Application for Payment; (k) Unauthorized deviations from the Contract Documents; or (l) Failure of the Contractor to prosecute the work in a timely manner in compliance with established progress schedules and completion dates; (m) Subsequently discovered evidence or observations nullifying the whole or part of a previously issued payment; (n) Failure to pay subcontractors or materialmen; (o) Breach of any provision of the Contract Documents. Owner's failure to withhold any of these sums from a progress payment and/or retention shall not constitute a waiver of Owner's right to such sums.

If the Owner accepts any work or makes any release of payment payments or retention under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

In accordance with Public Contract Code section 22300, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon completion of the work, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents. Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this section shall be substantially similar to the form set forth in Public Contract Code section 22300.

**10. CHANGE ORDERS.** The Contractor and the Owner agree that changes in the Project to be done under this Agreement and any plans and specifications shall become effective only when written in the form of a change order approved and signed by the Owner and the Contractor. It is specifically agreed that the Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by fair and reasonable valuations. Contractor also agrees to provide the Owner with all information requested to substantiate the cost of the change order and to inform the Owner whether the work will be done by the Contractor or by a subcontractor.

This Agreement shall be deemed to be completed when the Project is finished in accordance with this Agreement, and any original plans and specifications as amended by such changes.

The Contractor shall submit with the proposed change order its request for time extension (if any), and include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Project. The time extension shall be agreed to by the Parties and memorialized by a written change order prior to initiation of the work contemplated by the change order.

**11. DISPUTES.** If a dispute arises between the Owner and the Contractor as to an interpretation of any of the specifications or Contract Documents or as to the quality or sufficiency of materials or workmanship, the decision of the Owner shall for the time being prevail, and the Contractor, without delaying the job, shall proceed as directed by the Owner without prejudice to a final determination of the dispute.

**12. PROCEDURES FOR CLAIMS** "Claim" for this purpose means a separate demand by the Contractor for a time extension, payment of money or damages arising from work done by or on behalf of the Contractor pursuant to this Agreement, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the Owner. Notwithstanding any other provision herein, Claims shall be handled pursuant to the procedures set forth in Public Contract Code section 9204, including claim, written response, payments, meet and confer conference, statement of disputed and undisputed portions after the meet and confer conference and non-binding mediation, and Government Code claim provisions. In addition, for claims that are \$375,000 or less, the provisions of Public Contract Code section 20104 et. seq. also apply, to the extent they do not conflict with Public Contract Code section 9204. Contractor shall submit Claims to Owner within fifteen (15) days of the earlier of completion of the Work or Contractor's submission of the final payment application. Owner's rejection, or lack of rejection, of a change order request at any time does not affect the requirement to submit a Claim by the Claim deadline. Owner may request additional documentation from Contractor to be provided within applicable time periods, and Owner and Contractor shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

As a condition precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential. The requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

**13. TERMINATION.** If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of Contractor's creditors, or

if a receiver should be appointed on account of Contractor's insolvency, or if Contractor or any of Contractor's subcontractors should violate any of the provisions of the Agreement, or if Contractor should refuse or fail to supply enough properly skilled workmen or proper materials, or if Contractor violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f), or should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the Owner, then the Owner may serve written notice upon the Contractor and its surety of its intention to terminate the Agreement. Unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for corrections thereof be made, the Agreement shall, upon the expiration of said five (5) days, at the Owner's option, terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the contractor, and the surety shall have the right to take over and perform the Agreement; provided, however, that if the surety, within ten (10) days after the serving upon it of Notice of Termination, does not give the Owner written notice of its intention to take over and perform the Agreement or does not commence performance within ten (10) days from the date of the serving of such notice; the Owner may then take over the Project and prosecute the same to completion by any method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any excess cost occasioned the Owner thereby. In such event, the Owner may without liability for so doing, take possession of and utilize in completing the Project, such materials, appliances and other property belonging to the Contractor as may be on the site of the Project and necessary therefore. In such case the Contractor shall not be entitled to receive payment until the Project is finished. If the Contract Sum exceeds the expense of finishing the Project, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the Contract Sum, the Contractor shall pay the difference to the Owner.

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner may direct, for the protection and preservation of the work; and (3) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination.

**14. SUBCONTRACTORS.** If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to Owner for acts or omissions of Contractor's subcontractors. Pursuant to Public Contract Code section 6109, no contractor may perform work on a public works project with a subcontractor who is ineligible to perform work on the project pursuant to California Labor Code sections 1777.1 or 1777.7.

**15. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and under California Labor section Code 1770 et seq., the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement. Contractor shall post on site all required job site notices as prescribed by regulation.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. Contractor and subcontractors shall comply with Labor Code section 1776.

**16. WORKING HOURS.** In accordance with the provisions of California Labor Code sections 1810 to 1815, inclusive, the time of service of any worker employed by the Contractor or a subcontractor doing or contracting to do any part of the work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the

basic rate of pay. The Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**17. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**18. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**19. FORCE MAJEURE.** The Parties shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or

performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the Party not performing. A Contractor seeking an extension of time as a result of the above enumerated acts, must present the request for an extension of time to the Owner within fifteen (15) calendar days of the commencement of the act causing the delay. A Contractor's failure to provide notice of a request for an extension of time may result in denial of the request.

**20. INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor and its Subcontractors shall defend and indemnify the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Governing Boards, members of the Governing Boards, and directors ("Indemnitees"), from and against claims, actions, liability, damages, losses, and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties arising out of or resulting from performance of the work by Contractor or its subcontractors; or any act, omission, negligence, or willful misconduct of the Contractor or its subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a Party, person, or entity described in this paragraph. This obligation to defend and indemnify includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor and its subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor and its subcontractors.

In the event Contractor brings hazardous materials on the Project site, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project site. In addition, the Contractor shall defend and indemnify the Indemnitees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Indemnitees' active negligence, sole negligence or willful misconduct.

## 21. INSURANCE.

a. **Comprehensive General Liability and Automobile Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall maintain in force at all time during the performance of this Agreement the policies of insurance hereinafter described. Contractor shall secure and maintain in force during the term of this Agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per person, \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per accident with no annual aggregate limit. Property damage limits shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per loss. The Owner shall be named as an additional insured on the policies by endorsements that shall be attached to the Agreement as proof of insurance. Contractor shall produce the policy for Owner at Owner's request.

Written notification by the carrier to the Owner at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

Certificates of insurance shall clearly state that the Owner is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy be excess and non-contributing.

Contractor will, at its own expense, maintain coverage in conformance with above requirements. Certificates of insurance evidencing the existence of coverage shall be filed with the Owner prior to commencement of work.

b. **Workers' Compensation.** Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code section 3200 *et seq.* during the duration of this Agreement. The Owner shall be named as an additional insured on the policy by endorsements, which will become a part of the Contract Documents. A certificate evidencing this coverage shall be filed with the Owner prior to the commencement of work under this Agreement. Notification by the carrier to the Owner at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

c. **Builder's Risk.** Unless provided by the Owner at Owner's sole discretion, Contractor, during the progress of the work and until final acceptance of the work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited

to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the work due to the perils covered by the Builder's Risk/Course-of Construction insurance, as well as any other hazard which might result in damage to the work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

d. **Fire Insurance.** Before the commencement of the work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all work included within the scope of this Agreement, insuring the full replacement value of such work as well as the cost of any removal and demolition necessary to replace or repair all work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Project against loss or damage in full until the work is accepted by the Owner. Should the work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of this Agreement, the drawings and specifications without additional expense to the Owner.

**22. - PERFORMANCE AND PAYMENT BONDS.** Prior to commencing any portion of the work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the work which shall cover 100% faithful performance (during construction and one year after completion, and during any warranty or guarantee period) of and payment of all obligations arising under this Agreement and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California.

To the extent, if any, that the Contract Sum is increased in accordance with this Agreement, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of this Agreement (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the Owner may terminate this Agreement for cause.

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, at the time of issuance of the bonds, unless otherwise agreed to by Owner in writing, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

**23. WARRANTY PERIOD.** The Contractor shall promptly correct any work found not to be in conformance with the Contract Documents for one year after Owner's written acceptance of the work. Contractor shall correct the work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this section shall survive acceptance of the work under the Contract and termination of the Contract.

**24. ASSIGNMENT OF ANTI-TRUST CLAIM.** Pursuant to Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the owner all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the Parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with section 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

**25. SUBSTITUTIONS.** No substitutions of materials from those specified in this Agreement or the specifications shall be made without prior written approval of the Owner.

**26. SUPERVISION AND OWNER ACCESS.** Contractor shall provide competent supervision of all persons on the job site. Contractor shall allow Owner access to the site at all times.

**27. CLEAN UP, PROTECTION OF WORK AND PROPERTY.** Contractor shall maintain site in a clean and safe condition, including the daily removal of flammable

material. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warnings against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from Owner, is permitted to act at its discretion to prevent such threatened loss or injury. If at Project completion, the site is not clean, Owner may clean the site and deduct the cost from the Contract Sum.

**28. OCCUPANCY.** Owner reserves the right to occupy buildings at any time before formal acceptance of contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this Agreement, nor shall such occupancy extend the date specified for substantial completion of work.

**29. ANTI-DISCRIMINATION.** It is the policy of the Owner that there shall be no discrimination against any of Contractor's prospective or active employees engaged in the Project because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the Project by Contractor.

**30. INDEPENDENT CONTRACTOR.** While engaged in carrying out the terms and conditions of the Contract Documents, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the Owner.

**31. TESTS AND INSPECTIONS.** Tests, inspections, and approvals of portions of the work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

**32. INDEPENDENT TESTING LABORATORY.** The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

**33. ADVANCE NOTICE TO INSPECTOR OF RECORD.** The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The

Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

**34. TESTING OFF-SITE.** Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the work.

**35. ADDITIONAL TESTING OR INSPECTION.** If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the work require additional testing, inspection, or approval not included under section 30, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 43.

**36. COSTS FOR RETESTING.** If such procedures for testing, inspection, or approval under sections 31 through 35 reveal failure of the portions of the work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

**37. COSTS FOR PREMATURE TEST.** In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

**38. TESTS OR INSPECTIONS NOT TO DELAY WORK.** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the work.

**39. TRENCHES OR EXCAVATIONS GREATER THAN FOUR FEET BELOW THE SURFACE.** Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, if any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code section 25117, which is required to be

removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from the Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting Parties.

**40. EXISTING UTILITY LINES; REMOVAL, RELOCATION.** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in this Agreement, the plans and specifications. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

**41. STORM WATER DISCHARGE PERMIT.** If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resource Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water

Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

**42. DISCOVERY OF HAZARDOUS MATERIALS.** In the event the Contractor encounters or suspects the presence on the site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by California Health and Safety Code section 25249.5, which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner in writing, whether or not such material was generated by the Contractor or the Owner. The work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

**43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

**44. MISCELLANEOUS PROVISIONS.**

44.1 **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on any payment bond, the surety on any performance bond and the Owner.

44.2 **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and Owner and their respective successors and assigns.

44.3 **Severability; Governing Law; Choice of Forum.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Fresno, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

44.4 **Amendments.** The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved or ratified by the Governing Board.

44.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno County, California.

44.6. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to this Agreement pursuant to Public Contract Code section 9201.

44.7. **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

44.8. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

44.9. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

**(CONTRACTOR)**

**(OWNER)**

\_\_\_\_\_

\_\_\_\_\_

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

\_\_\_\_\_

## LICENSE EXPIRATION DATE

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

## **PAYMENT BOND**

### **(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the \_\_\_\_\_ DISTRICT (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 \_\_\_\_\_ DISTRICT 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

**IMPORTANT: THIS IS A REQUIRED FORM.**

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, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA

)

) ss.

COUNTY OF

)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
a Notary Public in and for said State, personally appeared  
\_\_\_\_\_, who proved to me on the basis of satisfactory evidence  
to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-  
Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they sub-  
scribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attor-  
ney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forego-  
ing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

Commission expires: \_\_\_\_\_

(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must  
be attached hereto.

**PERFORMANCE BOND**  
**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the \_\_\_\_\_ DISTRICT (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 \_\_\_\_\_ DISTRICT 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 exoneration 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 exoneration 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's 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's 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).

**IMPORTANT: THIS IS A REQUIRED FORM.**

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, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative  
for service for service of process in California)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF

)  
) ss.  
)

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

Commission expires: \_\_\_\_\_

(SEAL)

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

## **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 \_\_\_\_\_ District, 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 \_\_\_\_\_ District, \_\_\_\_\_, 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



## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Contractor: \_\_\_\_\_ DOJ-issued ORI No.: \_\_\_\_\_

Because of the contract between Central Unified School District ("CUSD") and Contractor ("Contract"), Education Code section 45125.1 requires Contractor to ensure that any Contractor employee who interacts with students, outside the immediate supervision and control of the student's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code section 44237. Therefore, before the employee(s) of the Contractor may commence any services under the Contract, Contractor must complete, sign, and submit this Certification to CUSD. Upon being submitted to CUSD, this Certification shall become a part of the Contract and shall be effective throughout the term of the Contract and any period of extension or renewal thereof ("Contract Term") and as provided in this Certification. "Employee" includes Contractor's officers, employees, volunteers, and any other persons who Contractor employs or retains who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee.

**FINGERPRINTING AND CRIMINAL BACKGROUND CHECK.** Before commencing any services under the Contract, Contractor shall complete the fingerprinting and criminal background check for each of Contractor's employees as required by Education Code section 45125.1, and each of Contractor's employees shall have no conviction of and no pending criminal proceeding for any violent felony listed in Penal Code section 667.5(c) or any serious felony listed in Penal Code section 1192.7(c) (each referred to as "**Felony**") as initially ascertained by the California Department of Justice and the Federal Bureau of Investigation or in subsequent arrest notifications issued by either agency (Education Code sections 45125.1 and 44237).

At CUSD' request, Contractor shall provide CUSD with a list of the names of employees who interact with students as defined above and have complied with the fingerprinting and criminal background check. Contractor certifies that neither Contractor nor any of Contractor's employees who interact with students have been convicted of a Felony. Additionally, the Contractor shall provide any subsequent arrest and conviction information it receives to CUSD upon receipt of such information.

During the Contract Term, Contractor shall immediately remove any employee who interacts with students where the employee has been convicted of or has a criminal proceeding pending for any Felony. Contractor shall defend, indemnify, and hold harmless CUSD, Central Unified School District, and their officers, employees, volunteers, and agents against any claims, demands, lawsuits, causes of action, actions, cross-complaints, cross-actions, proceedings, bodily injuries, property damages, liabilities, losses, judgments, expenses, and costs, including attorney's fees and costs, resulting from, arising out of, or caused by Contractor's failure to comply with any term or condition of this Certification and/or applicable laws. These defense, indemnity, and hold harmless obligations shall survive termination of the Contract and are not limited to or by any insurance that Contractor maintains or the lack of insurance but apply to the full extent permitted by California laws.

The undersigned represents that he or she is authorized to execute on behalf of and to bind Contractor to this Certification and certifies under penalty of perjury under the laws of the State of California that the representations made in this Certification are true and correct and shall remain true and correct throughout the Contract Term. A copy or original of this Certification with Contractor's signature, whether original or transmitted by electronic means, is binding upon Contractor.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## EXHIBIT A

Contractor is solely responsible for complying with all applicable laws, and therefore, shall have knowledge of all applicable laws. The excerpts below from the California Education Code and Penal Code are provided to assist Contractor, and may not be relied upon by Contractor, to comply with applicable laws. Contractor may obtain information, instructions, and forms required for fingerprints and criminal background checks from the California Department of Justice's website: <https://oag.ca.gov/fingerprints/agencies>.

### EDUCATION CODE § 45125.1

- (a) Any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Section 44237. When the contracting entity performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.
- (b) This section does not apply to an entity providing services to a local educational agency, as described in subdivision (a), in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

...

- (d)
  - (1) The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it pursuant to subdivision (a), (c), or (h) has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department of Justice. Upon implementation of an electronic fingerprinting system with terminals located statewide and managed by the Department of Justice, the Department of Justice shall ascertain the information required pursuant to this section within three working days. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it pursuant to subdivision (a), (c), or (h) has a pending criminal proceeding for a felony as defined in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1, the Department of Justice shall notify the employer designated by the individual of that fact. The notification shall be delivered by telephone or email to the employer.
  - (2) The Department of Justice, at its discretion, may notify the local educational agencies in instances when the employee is defined as having a pending criminal proceeding described in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1.
  - (3) The Department of Justice shall forward one copy of the fingerprints to the Federal Bureau of Investigation to verify any record of previous arrests or convictions of the applicant. The Department of Justice shall review the criminal record summary it obtains from the Federal Bureau of Investigation and shall notify the employer only as to whether or not an applicant has any convictions or arrests pending adjudication for offenses that, if committed in California, would have been punishable as a violent or serious felony. The Department of Justice shall not provide any specific offense information received from the Federal Bureau of Investigation. The Department of Justice shall provide written notification to the contract employer only concerning whether an applicant for employment has any conviction or arrest pending final adjudication for any of those crimes, as specified in Section 45122.1, but shall not provide any information identifying any offense for which an existing employee was convicted or has an arrest pending final adjudication.

(e)

- (1) An entity having a contract as described in subdivision (a) or that is required to comply with this section for other employees pursuant to subdivision (c) shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Section 45122.1.
  - (2) The prohibition in paragraph (1) does not apply to an employee solely on the basis that the employee has been convicted of a felony if the employee has obtained a certificate of rehabilitation and pardon pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the Penal Code.
  - (3) The prohibition in paragraph (1) does not apply to an employee solely on the basis that the employee has been convicted of a serious felony that is not also a violent felony if that employee can prove to the sentencing court of the offense in question, by clear and convincing evidence, that the employee has been rehabilitated for the purposes of school site employment for at least one year. If the offense in question occurred outside this state, then the person may seek a finding of rehabilitation from the court in the local educational agency in which the employee is a resident.
- (f) An entity having a contract as described in subdivision (a) or that is required to comply with this section for other employees pursuant to subdivision (c) shall certify in writing to the local educational agency that neither the employer nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who may interact with pupils have been convicted of a felony as defined in Section 45122.1.

...

### PENAL CODE § 667.5 -- ENHANCEMENT OF PRISON TERMS FOR NEW OFFENSES

...

- (c) For the purpose of this section, "violent felony" shall mean any of the following:
  - (1) Murder or voluntary manslaughter.

- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 12308, 12309, or 12310.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of *Section 186.22 of the Penal Code*.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of *Section 186.22 of the Penal Code*.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418. The Legislature finds and declares that these specified crimes merit special consideration when imposing a sentence to display society's condemnation for these extraordinary crimes of violence against the person.

...  
**PENAL CODE § 1192.7 -- LIMITATION OF PLEA BARGAINING**  
 ...

- (c) As used in this section, "serious felony" means any of the following: (1) Murder or voluntary manslaughter; (2) mayhem; (3) rape; (4) sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) lewd or lascivious act on a child under 14 years of age; (7) any felony punishable by death or imprisonment in the state prison for life; (8) any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) attempted murder; (10) assault with intent to commit rape or robbery; (11) assault with a deadly weapon or instrument on a peace officer; (12) assault by a life prisoner on a noninmate; (13) assault with a deadly weapon by an inmate; (14) arson; (15) exploding a destructive device or any explosive with intent to injure; (16) exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) exploding a destructive device or any explosive with intent to murder; (18) any burglary of the first degree; (19) robbery or bank robbery; (20) kidnapping; (21) holding of a hostage by a person confined in a state prison; (22) attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) any felony in which the defendant personally used a dangerous or deadly weapon; (24) selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of *Section 11055 of the Health and Safety Code*, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of *Section 11055* or subdivision (a) of *Section 11100 of the Health and Safety Code*; (25) any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machinegun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT A:**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

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

**SPECIAL CONDITIONS**

**SPECIAL CONDITIONS**

**SECTION 01 11 00**  
**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 removal and disposal of the existing roofing systems, coping, insulation, flashings, and all construction related debris. Installation of the new roofing systems as specified with all applicable details for a complete watertight warranted roofing assembly per the manufacturers instructions.
- B. Related Work Specified Elsewhere:
  - 1. Section 06 - Rough Carpentry
  - 2. Section 07 - Modified KEE Membrane Roofing
  - 3. Section 07: Sheet Metal Flashing and Trim

**1.3 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Project Identification: Central Unified School District
- B. Project Locations:
  - A. Saroyan Elementary School - 5650 W Escalon Ave Fresno CA 93722
  - B. Steinbeck Elementary School - 3550 N Milburn Ave Fresno CA 93722
  - C. Central East High School - 3535 N Cornelia Ave Fresno CA 93722
  - D. Glacier Point Middle School - 4055 N Bryan Ave Fresno CA 93723
- C. Owner: Central Unified School District
- D. General scope of work but not limited to; owner may remove from scope at anytime.
- E. **Saroyan ES, Steinbeck ES, Central East HS**
  - 1. Includes removal and disposal of existing vertical roofing system(s), insulation board, gutters, flashings, copings, etc. and all necessary repairs at field section for a complete prepared roof surface for an overlay.
  - 2. Install one layer of rosin paper over the entire roof section.
  - 3. Install one layer of 1/2" wood fiber insulation board with insulation adhesive per manufactures requirements.
  - 4. Install one layer of 1/4" dens deck prime with 12 fasteners per 4'x 8 sheet at all vertical walls and angled brace walls.
  - 5. Install one layer of Flex Base 80 Premium base sheet in Green Lock Plus membrane adhesive. Cut all T-joint corners at a 45 degree angle.

6. Install one layer of KEE-Stone FB 60 field sheet in KEE-Lock Spatter Spray adhesive. Cut all T-joint corners at a 45 degree angle.
7. Install one layer of KEE 60 bare back membrane fully adhered in KEE Lock WB Flashing Adhesive membrane adhesive at all vertical surfaces over dens deck prime. Membrane is to be installed over the top of the wall and down the outside edge a minimum of two inches.
8. Install new KEE boots at all pipe penetrations, band and seal with Tuff Stuff urethane sealant.
9. Install new low profile vents at the existing locations.
10. Install new 24 gauge galvanized skirt flashing at all roof curbs, HVAC units, etc.
11. Install new minimum 1/2" slope tapered insulation crickets behind all roof curbs, skylights, and as needed for proper drainage.

**F. Glacier Point Middle School**

12. Includes removal and disposal of existing roofing system(s), insulation board, gutters, flashings, copings, damaged decking, etc. for a complete prepared roof surface.
13. Replace damaged area with in kind material and flash in.
14. Coat to match existing and seal tie in.

**1.4 WORK COMPLETED BY THE DISTRICT**

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

**1.5 TYPE OF CONTRACT**

- A. Work will be completed under a single prime contract.
- B. Owner Furnished Contractor Installed as specified in section 016400.

**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.
- C. Charcoal filters will be required to be installed at all HVAC intakes and maintained in good condition through the course of construction.
- D. Debris and dust must be kept to a minimum, wetting methods may be used.

### **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.
  - 1. Weekend hours, early morning hours, utility shut down, and noisy activity requires owner's authorization a minimum of 72 hours in advance.
  - 2. Use of a crane for roof loading / unloading purposes will need to be have a work plan submitted a minimum of 48 hours in advance for review and approval.

### **1.9 UNIT PRICES**

- A. The following unit prices will be used to add or deduct from the total contract amount.
  - a. Unit-1 Replacement of dryrot wood roof decking, add a line items per square foot cost to proposal form.
  - b. Unit-2 Replacement of dryrot wood fascia board, add a line item per square foot cost to proposal form.

### **1.10 SCHEDULE OF ALTERNATES**

- A. None

### **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.

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 01 64 00**

### **OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.)**

#### **PART 1 - GENERAL**

##### **1. SUMMARY**

- A. DESCRIPTION: The Owner shall procure and provide certain products for installation as shown and specified per Contract Documents.
- B. RELATED WORK SPECIFIED ELSEWHERE:
  - 1. General: Products furnished and paid for by the Owner are described in the following technical sections and /or in the Drawings as O.F.C.I. materials.
  - 2. Note that this project includes the installation of owner-supplied materials as noted in this specification section only. All materials not specifically listed below will be the responsibility of the contractor to provide and install.

##### **2. DEFINITIONS**

- A. GENERAL: The following are used to identify products as noted on the Drawings.
- B. OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.): Products or equipment furnished by the Owner for installation under this contract.
- C. OWNER FURNISHED OWNER INSTALLED (O.F.O.I.): Products or equipment to be provided and installed by the Owner, but requiring surfacing, backing, utility connections or other preparation under this contract, for proper installation.
- D. NOT IN CONTRACT (N.I.C.): Products or equipment to be provided and installed by Owner, not requiring surfacing, backing, utility connections or other preparation under this contract.

#### **PART 2 - PRODUCTS**

##### **1. PRODUCTS**

- A. ROOFING MATERIAL FURNISHED BY OWNER (O.F.C.I.): District supplied material. Related specification sections include;
  - 1. Section 07 22 00 – Roof Deck Insulation
  - 2. Section 07 55 00 - Modified KEE Membrane Roofing
  - 3. Section 07 62 00 - Sheet Metal Flashing and Trim
- B. MATERIAL LIST
  - 1. The Owner will only supply the quantity listed in the owner supplied materials section of this specification below. All additional materials and accessories will be the full responsibility of the contractor to provide and install per the specification and project requirements.

2. Any and all material or accessories required for the installation of the roof system in excess of the district provided material must be supplied and installed by the Contractor. It is up to the Contractor to determine the precise amount of material required for the completion of this project; and to provide excess material, as required. The cost to handle and break flashing metal from the District provided flat stock is contractor's responsibility.
3. All required flashings as required per each specification section for plumbing, electrical, gas, etc. will be the Contractors responsibility to provide and install as well as to be included in the bid cost.
4. All materials not specifically included in the owner supplied materials section will be the responsibility of the contractor to provide and install in compliance with the respective specification section. Below is the list of materials the owner will provide.
5. Freight charges of owner supplied materials will be the responsibility of the Owner.
6. Contractor must coordinate and take delivery of materials, count all materials and ensure it matches the list supplied in this section, unload and properly locate materials at the job site, and properly protect, cover and store at job site.
7. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of each respective specification section.

### **PART 3 - EXECUTION**

#### **1. OWNER'S RESPONSIBILITIES**

- A. **SUBMITTALS:** Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- B. **DELIVERY:**
  1. General: Arrange and pay for product delivery to site, in accordance with construction schedule.
  2. Bill of Materials: Deliver supplier's documentation to Contractor.
  3. Inspection: Inspect jointly with Contractor.
  4. Claims: Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.
- C. **GUARANTEES:** Arrange for manufacturer's warranties, bonds, service, inspections, as required.

#### **2. CONTRACTOR'S RESPONSIBILITIES**

- A. **SUBMITTALS:** Review shop drawings, product data and samples and submit to Architect and/ or Owner with notification of any discrepancies or problems anticipated in use of product.
- B. **DELIVERY:**
  1. General: Designate delivery date for each product in Progress Schedule.

2. Receiving: Receive and unload products at site. Handle products at site, including uncrating and proper storage & security.
3. Inspection: Promptly inspect products jointly with Owner; record shortages, damaged or defective items. Shortages and/or damage must be noted at the time of delivery by the contractor no claims may be made after the fact.
4. Storage: Protect products from damage or exposure to elements per the manufactures requirements.

C. INSTALLATION:

1. General: Assemble, install, connect, adjust and finish products, as stipulated in the respective section of Specifications.
2. Repair and Replacement: Items damaged during handling and installation.
3. Install all O.F.C.I. products per the specifications and manufacturer instructions.
4. All products not supplied by the owner are the responsibility of the contractor to supply and install per manufacturers instructions.

**END OF SECTION**

**SECTION 06 10 00  
ROUGH CARPENTRY**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.
- B. Related work specified elsewhere:
  - 1. Section 01 - Summary of Work
  - 2. Section 01 - Submittals
  - 3. Section 06 - Rough Carpentry
  - 4. Division 07: Modified KEE Membrane Roofing
  - 5. Division 07: Sheet Metal Flashing and Trim

**1.2 SUMMARY:**

- A. This portion of the specification sets forth the general requirements, including the quality and type of materials required for the installation of all pressure treated and non pressure treated lumber used for wood curbs, nailing strips, miscellaneous blocking material, unexposed fillers, fascia, edging strips, deck replacement, etc

**1.3 STORAGE:**

- A. All material specified herein shall be stored (after delivery to the site) so that it will be fully protected from damage and weather, and shall be stacked to prevent damage. All lumber shall be fully protected to maintain the original required moisture content as specified in item titled "Moisture Content".

**1.4 OTHER REQUIREMENTS:**

- A. Dimensions indicated on the drawings are nominal dimensions (except where details show actual sizes) and shall be subject to the standard reductions required for surfacing or tolerances permitted by the grading rules. Unless otherwise indicated on drawings, all material shall be S4S (surfaced four sides).

**1.5 PROTECTION:**

- A. All finished work shall be adequately protected against damage from any source.

**1.6 COORDINATION:**

- A. Carpenters shall coordinate their work with that of the other trades so that progress continues without interruption.

**PART 2 - PRODUCTS**

**2.1 WOOD - FRAMING AND CURBS:**

**A. GRADING RULES, GRADES, AND SPECIES**

1. Lumber: Southern Pine, yellow pine, Douglas fir, spruce, ponderosa pine, larch or Hemlock and shall meet the following minimum grade requirement of construction standard ( 75% #1 and 25% #2); free from warping and visible decay. Lumber shall be graded according to the standard grading rules of the Southern Pine Inspection Bureau, the West Coast Lumber Inspection Bureau, or the Western Wood Products Association.

**B. MOISTURE CONTENT**

1. All lumber shall be air-dried or kiln-dried before treatment, so that the moisture content is not more than 19%. After treatment, it shall be kiln-dried at temperatures not exceeding 160 degrees F. (71 degrees C) so that the moisture content is not more than 19% at time of shipment

**C. DECAY-RESISTANT TREATMENT:**

1. Lumber in contact with roofing or acting as fascias, and all other exterior lumber, shall be pressure-treated with a waterborne preservative in accordance with AWPAs Specification P5. Creosote and oil-borne preservatives are not acceptable.
2. Treating processes, material conditions, plant equipment, and other pertinent requirements shall conform to AWPAs Specifications C1 and C2 for specific kind of lumber and type of preservative to be used. Retention shall be as required for intended use.
3. All treated lumber shall bear the mark of a code recognized third party agency such as the AWPAs.

**D. PLYWOOD:**

Grade: CDX or Cyme exterior Grade. Description: 5/8" thick

**E. WOOD SIDING:**

1. T 111 or approved equal.

**2.2 MECHANICAL FASTENERS:**

**A. WOOD TO STEEL:**

1. Acceptable Manufacturers:
  - a. Roofgrip screw with Climaseal coating; plastic disc - Buildex Div. of ITW, Itasca, IL.
  - b. Dekfast screw with Senti coating; plastic disc - Construction Fasteners, Inc., Wyomissing, PA.
  - c. Fabco Fastening Systems, West Newton, PA: Insul-Fixx screw with Fabcote coating; plastic plate, Plate-Fixx screw with Fabcote coat; plastic disc.
  - d. Kwik-Deck screw with Oxyseal coating; plastic disc - Atlas Bolt & Screw Div., Trans Union Fastener Corp., Ashland, OH.
  - e. Olympic #12-11 Standard Steel Deck Screw or #14-10 Heavy Duty All Purpose Screw with CR-10 coating; three inch diameter plastic - Olympic Manufacturing Group, Inc., Agawam, MA.
  - f. Glasfast (plastic disc) - Owens-Corning Fiberglas Corp., Toledo, OH.

g. Perma Fastener screw with permaseal coating; plastic plate - International Permalite, Inc., Oak Brook, IL.

2. Screw Length: Sufficient to engage steel, wood deck 1 inch.

**B. WOOD TO WOOD:**

1. Type: Galvanized, common, annular ring nail. Length: Sufficient to penetrate underlay blocking 1-1/4 inches.

2. Acceptable Manufacturers:

- a. Hillwood Manufacturing Co., Cleveland, OH.
- b. Independent Nail, Inc., Bridgewater, MA.
- c. W.H. Maze Co., Peru, IL.
- d. National Nail Corp., Grand Rapids, MI.

**C. WOOD TO MASONRY:**

1. Acceptable Manufacturers:

- a. Tapcon 1/4" diameter, Phillips pan head anchor - Buildex Div. of ITW, Itasca, IL.
- b. Confas - Construction Fasteners, Inc., Wyomissing, PA.
- c. Con-fixx - Fabco Fastening Systems, West Newton, PA.
- d. #14-10 Heavy Duty all Purpose Screw – Olympic Manufacturing Group, Inc., Agawam, MA.
- e. Tru-Fast fastener (stainless steel) - The Tru-Fast Corp.,

Bryan, OH.

2. Length: Sufficient to provide 1-1/2 inch embedment.

**D. WOOD TO HOLLOW MASONRY:**

1. Acceptable Manufacturers:

- a. Sleeve Anchor by Hilti Fastening Systems, Tulsa, OK.
- b. Rawly Hollow Masonry Anchor by the Rawlplug Co., Inc., New Rochelle, NY.

2. Length: As recommended by manufacturer

**PART 3 - EXECUTION**

**3.1 CARPENTRY:**

- A. At roof edge to receive metal fascia, around all roof top penetration perimeters, and under any flashing component that is to have a roof flange mechanically fastened to roofing substrate; mechanically attach wood blocking. Blocking thickness: Equal to common 1 x 4", 1 x 6" 2x4", 2x6", 2x8", 2x10", 2x12".
- B. Fasteners shall be installed in two rows staggered. Spacing in any one row shall not exceed 24 inches. Within eight feet of outside corners, spacing shall not exceed twelve inches in any one row.
- C. Where required, offset blocking layers twelve inches, weave corners.

- D. When preservative treated wood is cut, the cut end shall be treated in accordance with AWPAs Specification M4.
- E. Lumber shall be accurately cut to the work requirements and shall be well fastened.
- F. Bolted fastenings shall have washers of adequate size under both heads and nuts. Nails shall be of correct size and quantity for proper fastening. Oversized nails that will result in splitting shall not be used. All fasteners shall be galvanized per ASTM A 153.

**END OF SECTION**

**SECTION 07550  
MODIFIED KEE MEMBRANE ROOFING**

**1. GENERAL**

**1.1. SECTION INCLUDES**

- A. Includes all labor, materials, and equipment to install a Cold Applied 2-Ply Thermoplastic Hybrid Roof System roof (KEE-Stone FB 60) over the properly prepared substrate.
- B. Includes removal and disposal of existing roofing system(s), insulation board, gutters, flashings, sheet metal items, copings, etc. for a complete prepared roof surface to receive the new roofing system.
- C. Includes a new cold applied 2-ply hybrid roofing system with all accessories as needed for a complete warrantable roofing system.
- D. See section 011100 Summary of Work for a detailed scope of work.

**1.2. RELATED SECTIONS**

- A. Section 01110 – Summary of Work
- B. Section 06100 - Rough Carpentry
- C. Section 073100 - Asphalt Shingles
- D. Section 07220 - Insulation Board
- E. Section 07563 - Roofing Restoration
- F. Section 07620 - Sheet Metal Flashing and Trim

**1.3. REFERENCES**

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- D. ASTM D 1970 - Specification for Sheet Materials, Self-Adhering Polymer Modified Bituminous, Used as Steep Roofing Underlayment for Ice Dam Protection.
- E. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- F. ASTM D 1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
- G. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- H. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- I. ASTM D 2822 Standard Specification for Asphalt Roof Cement.

- J. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
- K. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
- L. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- M. ASTM D 6754 Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing
- N. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- O. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
- P. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- Q. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- R. Factory Mutual Research (FM): Roof Assembly Classifications.
- S. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- T. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- U. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- V. Warnock Hersey (WH): Fire Hazard Classifications.
- W. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- X. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- Y. UL - Fire Resistance Directory.
- Z. FM Approvals - Roof Coverings and/or RoofNav assembly database.
- AA. California Title 24 Energy Efficient Standards.

#### **1.4. DESIGN / PERFORMANCE REQUIREMENTS**

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
  - 1. Factory Mutual Class A Rating.
  - 2. Underwriters Laboratory Class A Rating.
  - 3. Warnock Hersey Class A Rating.
- C. Design Requirements:
  - 1. Uniform Wind Uplift Load Capacity
    - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
      - 1. Design Code: ASCE 7, Method 2 for Components and Cladding.
      - 2. Importance Category:

- a. III.
    - 3. Importance Factor of:
      - a. 1.0
    - 4. Wind Speed: 100 mph
    - 5. Exposure Category:
      - a. C
    - 6. Design Roof Height: 150 feet.
    - 7. Minimum Building Width: 30 feet.
    - 8. Roof Pitch: 0.5 :12.
    - 9. Roof Area Design Uplift Pressure:
      - a. Zone 1 - Field of roof 14.3 psf
      - b. Zone 2 - Eaves, ridges, hips and rakes 24 psf
      - c. Zone 3 - Corners 36 psf
  - 2. Snow Load: N/A psf.
  - 3. Live Load: 20 psf, or not to exceed original building design.
  - 4. Dead Load:
    - a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.
- D. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.
- E. LEED: Roof system shall meet the 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.
- F. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.
- G. Roof system shall have been tested in compliance with the following codes and test requirements:
  - 1. Miami-Dade County:
    - a. Self-Adhered Membrane Systems Over:
      - 1. Wood Decks N.O.A.
    - b. Torch and Mop Membrane Systems Over
      - 1. Wood Decks N.O.A.
    - c. Roofing Underlayments
      - 1. Garland Underlayments N.O.A.
    - d. Roofing Cements and Coatings
      - 1. Garland Coatings and Mastics N.O.A.
  - 2. Cool Roof Rating Council:
    - a. CRRC Directory CRRC 077-0028
  - 3. International Code Council Evaluation Service (ICC-ES):
    - a. Membrane Systems
      - 1. ESR-\_\_\_\_\_
  - 4. Underwriters Laboratories:
    - a. Certification TGFU.R\_\_\_\_\_
  - 5. Warnock Hersey
    - a. ITS Directory of Listed Products
  - 6. FM Approvals:
    - a. RoofNav Website

## 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 instructions.

- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins. Report shall be reviewed by a Professional Engineer registered in the State of the Project who has provided roof system attachment analysis for not less than 5 consecutive years.
- E. 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.
- F. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio based materials
- G. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- H. Provide written certification from the roofing system manufacturer certifying the applicator is currently authorized to install the specified roof system and ability to provide the specified warranty.
- I. Sample Warranty: Provide an unexecuted copy of the warranty specified for this project clearly stating the terms required of the owner, contractor, and manufacturer.
- J. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- K. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
- L. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- M. 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 NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.

- 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 MEETINGS**

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
  - 1. Record minutes of the conference and provide copies to all parties present.
  - 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
  - 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Owner and Architect.

#### **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 except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

#### **1.9. COORDINATION**

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

## **1.10. 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.

## **1.11. WARRANTY**

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
  - 1. Warranty Period:
    - a. 30 years from date of acceptance.
- B. 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: The Garland Company, Inc.; 3800 E. 91st St., Cleveland, OH 44105. Local Representative: Zak Esqueda Phone: (559) 304-7606.  
[zesqueda@garlandind.com](mailto:zesqueda@garlandind.com) Web Site: [www.garlandco.com](http://www.garlandco.com).
- B. Requests for substitutions will not be considered for this project.
- C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
  - 1. Bidder will not be allowed to change materials after the bid opening date.
  - 2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
  - 3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
    - a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
    - b. Will provide the same guarantee for substitution as for the product and method specified.
    - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
    - d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
    - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
    - f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
  - 4. Architect/ Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
  - 5. Failure to submit substitution package, or any portion thereof requested, will result in

immediate disqualification and consideration for that particular contractors request for manufacturer substitution.

## **2.2. COLD APPLIED 2-PLY ROOF SYSTEM**

- A. Rosin Sheet: One ply of mechanically attached to the prepared substrate.
  - 1. Red Rosin Paper:
- B. Insulation: As specified in Section 07220;
  - 1. Full tapered insulation system, 1/2" per foot sloped Polyiso Insulation System.
  - 2. One layer of six side primed 1/2" woodfiber insulation board at the field of the roof and 1/4" dens dek at all walls, curbs, and crickets.
- C. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive (1):
  - 1. Flex Base 80 Base Sheet (80 mil):
- D. Thermoplastic Sheet: One ply bonded to the prepared substrate with Interply Adhesive (2):
  - 1. KEE Stone FB 60:
- E. Interply Adhesive (1):
  - 1. Green Lock Plus Membrane Adhesive:
- F. Interply Adhesive (2):
  - 1. KEE-Lock Foam:
- G. Flashing Membrane Sheet: One ply bonded to the prepared substrate with Solar Bright Low VOC Adhesive:
  - 1. KEE Stone FB 60 Flashing:
- H. Flashing Membrane Adhesive:
  - 1. SolarBright Low VOC Adhesive

## **2.3. ACCESSORIES:**

- A. Roof Insulation Walls, Curbs, Crickets Layer: Provide and install one layer of 1/4" Dens Dek Prime Roof Board. ASTM C 473
- B. Roof Insulation Field layer: Provide and install a full tapered insulation system with 1/2" slope to drain.
- C. Roof Insulation Field Layer: Provide and install one layer of 1/2" six side primed Blue Ridge Structodek High Density Fiberboard Roof Insulation. ASTM C 208, Type II.
- D. Vapor Retarder: Red Rosin Paper; Install layer rosin sheet shingled uniformly to achieve one ply over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof.
  - 1. Red Rosin Paper by WR Meadows
    - a. Weight – 12 lb./roll
    - b. Size – 500 square feet p/roll
    - c. 36" wide by 167' long
- E. 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.

- F. Walkway Pads - As recommended and furnished by the membrane manufacturer adhered to control foot traffic on roof top surface and provide a durable system compliant non-slip walkway.
  - 1. SolarBright Walkway Roll by Viking Products Group
    - a. 30" x 60' walk way roll
    - b. Install walk way pads in a path from all roof access points to and around all HVAC and serviceable mechanical equipment, to and around roof hatches, and as designated by the owner.
- G. Urethane Sealant Hybrid - Tuff-Stuff MS: One part, non-sag sealant as approved and furnished by the membrane manufacturer for moving joints.
  - 1. Tensile Strength, ASTM D 412: 250 psi
  - 2. Elongation, ASTM D 412: 450%
  - 3. Hardness, Shore A ASTM C 920: 35
  - 4. Adhesion-in-Peel, ASTM C 92: 30 pli
- H. Sealant - Green-Lock Structural Adhesive: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
  - 1. Elongation, ASTM D 412: 300%
  - 2. Hardness, Shore A, ASTM C 920: 50
  - 3. Shear Strength, ASTM D 1002: 300 psi
- I. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- 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. Pre-Manufactured Edge Metal Finishes:
  - 1. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, as shipped from the mill
  - 2. Exposed surfaces for coated panels:
    - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA). Provided with the following properties.
      - 1. Pencil Hardness: ASTM D3363, HB-H / NCCA II-2.
      - 2. Bend: ASTM D-4145, O-T / NCCA II-19
      - 3. Cross-Hatch Adhesion: ASTM D3359, no loss of adhesion
      - 4. Gloss (60 deg. angle): ASTM D523, 25+/-5%
      - 5. Reverse Bend: ASTM D2794, no cracking or loss of adhesion
      - 6. Nominal Thickness: ASTM D1005
        - a. Primer: 0.2 mils
        - b. Topcoat, 0.7 mils min
        - c. Clear Coat (optional, only used with 22 ga. steel) 0.3 mils
    - 7. Color: Provide as specified. (Subject to minimum quantities)
- B. Flashing Boot - SolarBright Flashing Boot: KEE pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.
- C. 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.
- D. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be

welded/soldered watertight. See details for design.

- E. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.
- F. Plumbing stacks are too have SolarBright Flashing Boots. Caulking and banding will be required with the specified sealant.
- G. Liquid Flashing - Tuff-Flash: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
  - 1. Tensile Strength, ASTM D 412: 400 psi
  - 2. Elongation, ASTM D 412: 300%
  - 3. Density @77 deg. F 8.5 lb/gal typical
- H. Fabricated Flashings: 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.
- I. Manufactured Roof Specialties: Shop fabricated copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07.
  - 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. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

#### **3.2. PREPARATION**

- A. General: Clean surfaces thoroughly prior to installation.
  - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
  - 2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
  - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
  - 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
  - 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
  - 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
  - 7. Prime decks where required, in accordance with requirements and recommendations

of the primer and deck manufacturer.

- B. Wood Deck:
  - 1. Dimensional wood deck shall be minimum 1 inch (25 mm) thick, knotholes and cracks larger than 1/4 inch shall be covered with sheet metal. All boards shall be appropriately nailed and have adequate end bearing to the centers of beams/rafters. Lumber shall be kiln dried.
  - 2. Plywood shall be a minimum 15/32 inch (11.9 mm) thick and conform to the standards and installation requirements of the American Plywood Association (APA).
  - 3. If no roof insulation is specified, provide a suitable dry sheathing paper, followed by an approved base sheet nailed appropriately for the specified roof system, with 1 inch (25 mm) diameter caps and annular nails unless otherwise required by the applicable Code or Approval agency.
  - 4. Insulation is to be mechanically attached in accordance with the insulation manufacturer's recommendations unless otherwise required by the applicable Code.
  - 5. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per the deck manufacturer's recommendations and standards of the APA/Engineered Wood Association prior to new roof application.
  - 6. Light metal wall ties or other structural metal exposed on top of the wood deck shall be covered with one ply of a heavy roofing sheet, such as HPR Glasbase Base Sheet, extending 2 inches to 6 inches (51 mm to 152 mm) beyond the metal in all directions. Nail in place before applying the base ply.

### **3.3. INSTALLATION - GENERAL**

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
  - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
  - 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

### **3.4. INSTALLATION COLD APPLIED ROOF SYSTEM**

- A. Base Ply: Cut base ply sheets into 18 foot lengths and allow plies to relax before installing. Install base sheet in Interply Adhesive: applied at the rate required by the manufacturer.

Shingle base sheets uniformly to achieve one-ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.

1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
  2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
  3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
  4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
  5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
  6. Install base flashing ply to all perimeter and projection details.
  7. Allow the one ply of base sheet to cure at least 30 minutes before installing the KEE membrane.
  8. Thermoplastic Cap Ply: Allow the membrane to relax before installing. Install in interply adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.
  9. All field seams exceeding 10 feet in length shall be welded with an approved automatic welder.
  10. All field seams must be clean and dry prior to initiating any field welding. Remove foreign materials from the seams (dirt, oils, etc.) with acetone or authorized alternative. Use CLEAN WHITE COTTON cloths and allow approximately five minutes for solvents to dissipate before initiating the automatic welder. Do not use denim or synthetic rags for cleaning.
  11. Contaminated areas within a membrane seam will inhibit proper welding and will require a membrane patch or strip.
  12. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld. The lap or seam area of the membrane may be intermittently tack welded to hold the membrane in place.
  13. The back interior edge of the membrane shall be welded first, with a thin, continuous weld to concentrate heat along the exterior edge of the lap during the final welding pass.
  14. Follow local code requirements for electric supply, grounding and surge protection. The use of a dedicated, portable generator is highly recommended to ensure a consistent electrical supply, without fluctuations that can interfere with weld consistency.
  15. Properly welded seams shall utilize a 1.5 inch wide nozzle, to create a homogeneous weld, a minimum of 1.5 inches in width.
- B. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- C. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
  2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
  3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
  4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- D. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall

flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

- E. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.
- F. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
  - 1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
  - 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
  - 3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
  - 4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) O.C. and sealed at top.
  - 5. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
  - 6. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
  - 7. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- G. Flashing Cap Ply:
  - 1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
  - 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
  - 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
  - 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
  - 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
  - 6. All stripping shall be installed prior to flashing cap sheet installation.
  - 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
  - 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- H. Roof Walkways: Provide walkways in areas indicated on the Drawings or at a minimum;
  - a. Install walk way pads in a path from all roof access points to and around all HVAC and serviceable mechanical equipment, to and around roof hatches, and as designated by the owner.

### **3.5. INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING**

- A. Fabricated Flashings: Fabricated flashings and trim are provided as specified in Section

07620.

1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the Copper Development Association "Copper in Architecture - Handbook" as applicable.

B. Metal Edge:

1. Inspect the nailers to assure proper attachment and configuration.
2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203 mm) o.c.
3. Install continuous cleat and fasten at 6 inches (152 mm) o.c.
4. Install new Clad Metal edge hooked to continuous cleat. Fasten flange to wood nailers every 3 inches (76 mm) o.c. staggered.
5. Strip in flange with KEE Stripping Membrane with 6 inches (152 mm) on to the field of roof. Assure ply laps do not coincide with metal laps.

C. Roof Edge With Gutter:

1. Inspect the nailer to assure proper attachment and configuration. Increase slope at metal edge by additional degree of slope in first board.
2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches (203 mm) o.c.
3. Install gutter and strapping.
4. Install continuous cleat and fasten at 6 inches (152 mm) o.c.
5. Install new Clad Metal metal edge hooked to continuous cleat and Fasten flange to wood nailer every 3 inches (76 mm) o.c. staggered.
6. Strip in flange with KEE Membrane Stripping ply covering entire flange. Assure ply laps do not coincide with metal laps.

D. Scupper Through Wall (Overflow):

1. Inspect the nailer to assure proper attachment and configuration.
2. Run one ply over nailer up the overflow, into the scupper hole and up flashing as in typical wall flashing detail. Assure coverage of all wood nailers.
3. Install scupper box in a 1/4 inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4 inch (101 mm) flange. Make sure all corners are closed and soldered.
4. Fasten flange of scupper box every 3 inches (76 mm) o.c. staggered.
5. Strip in flange scupper box with KEE Stripping ply covering entire area with 6 inch (152 mm) overlap on to the field of the roof and wall flashing.

E. Coping Cap:

1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm).
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Attach tapered board to top of wall.
4. Install base flashing ply covering entire wall and wrapped over top of wall and down face with 6 inches (152 mm) on to field of roof and set in cold adhesive. Nail membrane at 8 inches (203 mm) o.c.
5. Install continuous cleat and fasten at 6 inches (152 mm) o.c. to outside wall.
6. Install new metal coping cap hooked to continuous cleat.
7. Fasten inside cap 24 inches (609 mm) o.c. with approved fasteners and neoprene washers through slotted holes, which allow for expansion and contraction.

F. Surface Mounted Counterflashing:

1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering wall set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install KEE Membrane ply in adhesive over the base flashing ply, 9 inches (228 mm)

- on to the field of the roof.
  5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
  6. Secure counterflashing set on butyl tape above flashing at 8 inches (203 mm) o.c. and caulk top of counterflashing.
- G. Curb Detail/Air Handling Station:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
  2. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
  3. Install a KEE Membrane ply in adhesive over the base flashing ply, 9 inches (228 mm) on to the field of the roof.
  4. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
  5. Set equipment on neoprene pad and fasten as required by equipment manufacturer.
- H. Roof Drain:
1. Plug drain to prevent debris from entering plumbing.
  2. Taper insulation to drain minimum of 24 inches (609 mm) from center of drain.
  3. Install base flashing ply (40 inch square minimum) in bitumen.
  4. Set lead/copper flashing (30 inch square minimum) in 1/4 inch (6 mm) bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
  5. Run roof system plies over drain. Cut out plies inside drain bowl.
  6. Install modified membrane (48 inch square minimum) in bitumen.
  7. Install clamping ring and assure that all plies are under the clamping ring.
  8. Remove drain plug and install strainer.
- I. Plumbing Stack:
1. Minimum stack height is 12 inches (609 mm).
  2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
  3. Set lead/copper flashing in 1/4 inch (6 mm) bed of mastic.
  4. Caulk the intersection of the membrane with elastomeric sealant.
  5. Install KEE Membrane Boot, clamp and seal the top with urethane sealant.
- J. Heat Stack:
1. Minimum stack height is 12 inches (609 mm).
  2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
  3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
  4. Install base flashing ply in bitumen.
  5. Install modified membrane in bitumen.
  6. Caulk the intersection of the membrane with elastomeric sealant.
  7. Install new collar over cape. Weld collar or install stainless steel draw band.

### 3.6. 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 asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

### 3.7. 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.

### 3.8. FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and two (2) days per week through project completion. Provide a final inspection upon completion of the Work.
  - 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
  - 2. Field observations shall be performed by a representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
  - 3. Provide observation reports from the representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
  - 4. Provide a final report from the representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

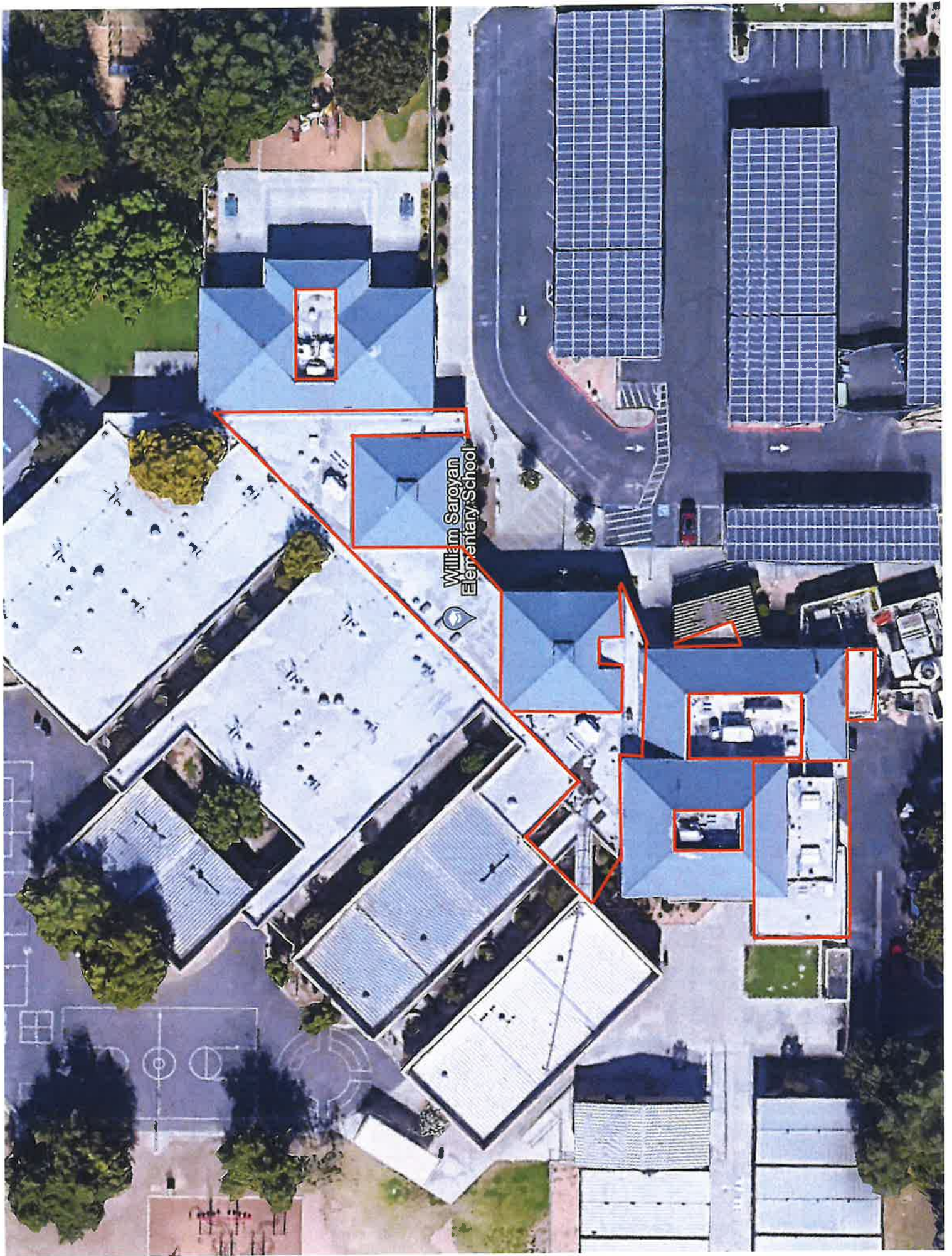
### 3.9. SCHEDULES

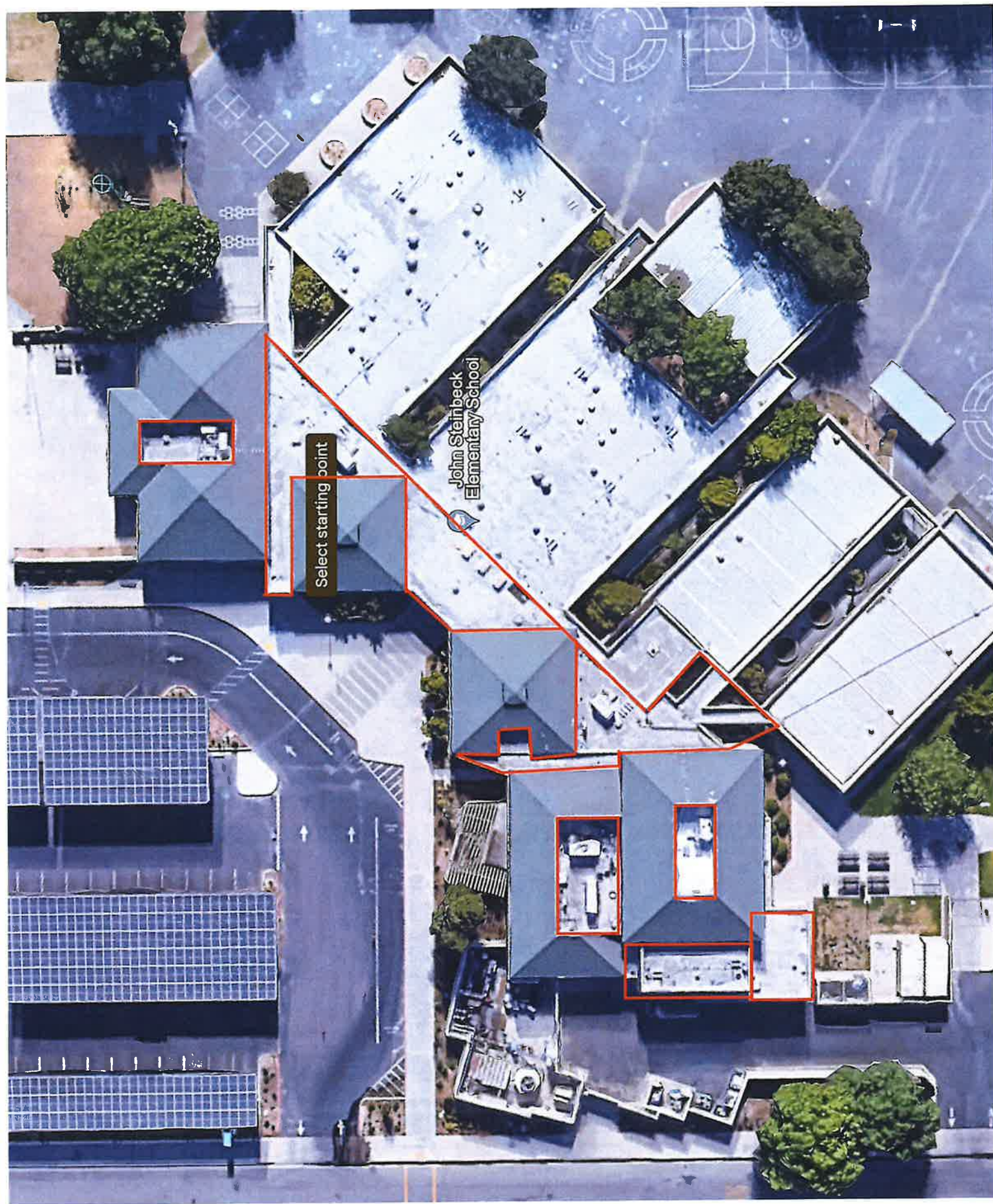
- A. Base (Ply) Sheet:
  - 1. FlexBase 80: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 5147.
    - a. Tensile Strength, ASTM D 5147
      - 1. 2 in./min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
      - 2. 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39 kN/m
    - b. Tear Strength, ASTM D 5147
      - 1. 2 in./min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
      - 2. 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
    - c. Elongation at Maximum Tensile, ASTM D 5147
      - 1. 2 in./min. @ 73.4 +/- 3.6 deg. F MD 7% XD 7%
      - 2. 50 mm/min. @ 23 +/- 2 deg. C MD 7% XD 7%
    - d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34.4 deg. C)
  - 2. KEE-Stone FB 60: 60 mil thermoplastic, ketone ethylene ester (KEE) roofing membrane with polyester scrim. ASTM D6754
    - a. Breaking Strength, ASTM D 751, Proc. B, strip
      - 1. 375 lbf. (1,668 N)
    - b. Tear Strength ASTM D 751
      - 1. 120 lbf. min. (534 N)
    - c. Elongation at Break (%), ASTM D 751, Proc. B, Strip
      - 1. 40.0%
- B. Interply Adhesive (1 & 2):
  - 1. Green-Lock Plus Membrane Adhesive: Cold applied solvent free membrane adhesive: zero V.O.C. compliant performance requirements:
    - a. Non-Volatile Content ASTM D 4586 100%

- b. Density ASTM D 1475 11.4 lbs./gal. (1.36 g/m<sup>3</sup>)
    - c. Viscosity Brookfield 20,000-50,000 cPs.
    - d. Flash Point ASTM D 93 400 deg. F min. (232 deg. C)
    - e. Slope: up to 3:12
  - 2. KEE-Lock Foam: Dual component, single bead (ribbon applied) urethane insulation/membrane adhesive.
    - a. Tensile Strength (ASTM D 412) 250 psi
    - b. Density (ASTM D 1875) 8.5 lbs./gal.
    - c. Viscosity (ASTM D 2556) 22,000 - 60,000 cP
    - d. Peel Strength (ASTM D 903) 17 lb./in.
    - e. Flexibility (ASTM D 816) Pass @ -70 deg. F (-56.7 deg. C)
- C. Flashing Ply Adhesive:
- 1. Green-Lock Plus Flashing Adhesive: Cold applied solvent free flashing adhesive: zero V.O.C.
    - a. Non-Volatile Content ASTM D 4586 100%
    - b. Density ASTM D 1475 11.8 lbs./gal. (1.17 g/cm<sup>3</sup>)
    - c. Viscosity Brookfield 400,000 cPs.
    - d. Flash Point ASTM D 93 400 deg. F min. (232 deg. C)
    - e. Surfacing:
  - 2. Flashing Cap (Ply) Sheet:
    - a. KEE-Stone FB 60 Flashing: 60 mil thermoplastic, ketone ethylene ester (KEE) roofing membrane with polyester scrim. ASTM D 6754.
      - 1. Breaking Strength, ASTM D 751, Proc. B, strip
        - a. 378 lbf
      - 2. Tear Strength ASTM D 751
        - a. 120 lbf. minimum.
      - 3. Elongation at Break (%), ASTM D 751, Proc. B, Strip
        - a. 40.0%

**END OF SECTION**

William Saroyan  
Elementary School







Central East High School

