

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

REQUEST FOR INFORMAL BID NO.: 11-12-02

**SPF ROOFING PROJECT, BLDGS. 1700/2200,
LAS POSITAS COLLEGE**

Informal Bids Due:

October 25, 2011 at 2:00 P.M.



**Return Bids To:
District Office
Facilities Planning & Management Department
5020 Franklin Drive
Pleasanton, California 94588**

**Tel.: (925) 485-5229
Fax: (925) 485-5253**

TABLE OF CONTENTS

Description
Notice Calling for Informal Bids
Instructions for Bidders
Subcontractors List
Non-Collusion Affidavit
Bid Bond
Bid Proposal
“Attachment A” (To Bid Proposal)
Contract for Labor and Materials Terms and Conditions of Contract Attachment A – Change Order Form Attachment B – Asbestos and Hazardous Materials Certification Attachment C – Guarantee Form
Labor & Materials Payment Bond
Certificate of Worker’s Compensation
Drug Free Workplace Certification
00800 Supplementary Conditions: Amtech Building Sciences, Inc.
Scope of Work, Specifications and Drawings: Amtech Building Sciences, Inc.: 01110 Site Conditions 01340 Shop Drawing 01400 Quality Requirements 01500 Temporary Facilities 01600 Product Requirements 01720 Project Docs 01740 Warranties, Revised 01810 Cleaning 07540 SPF

NOTICE CALLING FOR INFORMAL BIDS

California Uniform Public Construction Cost Accounting Act

DISTRICT	CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	SPF Roofing Project, Bldgs. 1700/2200, Las Positas College
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	TUESDAY, OCTOBER 25, 2011 at 2:00 P.M.
LOCATION FOR SUBMISSION OF BID PROPOSALS	District Office 5020 Franklin Drive Pleasanton, California 94588
LOCATION FOR OBTAINING INFORMAL BID DOCUMENTS	Facilities Website: http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFIB.php

NOTICE IS HEREBY GIVEN that Chabot-Las Positas Community College District, State of California, hereby calls for sealed informal bids – **SPF Roofing Project, Bldgs. 1700/2200, Las Positas College, Informal Bid No. 11-12-02**, which includes the installation of a new SPF roofing system on two buildings, project is estimated at \$140,000.00, requiring bid and payment bonds to be delivered to the Capital Projects Buyer, Facilities Planning & Management Department, 5020 Franklin Drive, Pleasanton, California 94588 until **Tuesday, October 25, 2011 at 2:00 p.m.** at which time and place said informal bids will be opened. Faxed or emailed informal bids will not be accepted.

There will be a **Mandatory Job Walk, Wednesday, October 5, 2011 at 11:00 a.m.** on the Las Positas College campus in the Maintenance & Operations Building at, 3000 Campus Hill Drive, Livermore, CA 94551. Campus maps are available at <http://www.laspositascollege.edu/about/map.php>

Informal bids shall be presented in accordance with the specifications for the same, which are on file with the Capital Projects Buyer, Facilities Planning & Management Department at the address listed above. Bid Documents and specifications will be available by Wednesday, September 28, 2011 on our website at: <http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFIB.php>

Inquiries regarding this informal bid should be directed to office of the Capital Projects Buyer, Facilities Planning & Management, by e-mail to pburruss@clpccd.org Reference Informal Bid No. 11-12-02 on all inquiries.

The Board of Trustees reserves the right to reject any and all informal bids and any and all items of such informal bids. This informal bid shall be subject to any and all applicable laws, regulations and standards, in accordance with the California Uniform Public Construction Cost Accounting Act. For more information, please refer to the Facilities Measure B Program Website at <http://www.clpccd.org/bond/BiddingProjectBusinessOpportunitiesRFB.php>

INSTRUCTIONS FOR BIDDERS

California Uniform Public Construction Cost Accounting Act

NOTICE IS HEREBY GIVEN that pursuant to Article 3. Public Projects: Alternative Procedures established under California Public Contract Code §§ 22030 et seq. CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (“District”), acting by and through its Board of Trustees, will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work generally described as **Request for Informal Bid No.: 11-12-02 – SPF Roofing Project, Bldgs. 1700/2200, Las Positas College.**

- 1. Preparation and Submittal of Bid Proposals.** All Bid Proposals must be submitted on forms furnished by the District at or prior to the District’s opening of Bid Proposals. Bid Proposals will be accepted by the District only if the Bidder submitting the Bid Proposal has completed the District’s Informal Bidding Pre-Qualification Application Form and been deemed a “Qualified Contractor” for the nature and scope of the Work hereunder. The Bidder who is not a “Qualified Contractor” for the nature and scope of work will be rejected for non-responsiveness. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals shall be submitted in sealed envelopes bearing on the outside the Bidder’s name and address and identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids. The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District’s date/time stamp machine. The date/time stamp is controlling and determinative as to the date and time of the Bidder’s submittal of its Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.
- 2. Modifications.** Changes to the bid forms which are not specifically called for or permitted may result in the District’s rejection of the Bid Proposal as being non-responsive. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive.
- 3. District’s Right to Modify Contract Documents.** Before the opening of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained the Contract Documents. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.
- 4. No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of thirty (30) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

5. **Documents Accompanying Bid Proposal.** Each Bid Proposal, including "Attachment A", shall be accompanied by: (a) the required Bid Security; (b) Subcontractors List; and (c) Non-Collusion Affidavit. Failure of a Bidder to submit each of the foregoing completed and executed as required, will result in rejection of such Bidder's Bid Proposal for non-responsiveness.
- 5.1. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) a certified or cashier's check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and as an Admitted Surety Insurer under Code of Civil Procedure §995.120 (the "Bid Security") in an amount of ten (10%) of the maximum amount of the Bid Proposal. Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District. If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.
- 5.2. **Subcontractors List.** Each Bidder shall submit a list of its proposed Subcontractors whose work is valued at one-half of one percent (.05%) or more of the Bid Proposal amount. All Bidders are encouraged to disseminate all of the Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.
- 5.3. **Non-Collusion Affidavit.** The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.
6. **Prevailing Wage Rates.** Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. These determinations, entitled "PREVAILING WAGE SCALE" may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at <http://www.dir.ca.gov/dirdatabases.html>. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work.
7. **Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.
8. **Anti-Discrimination.** It is the policy of the District that there is no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

9. **Contractors License Classification.** Bidders must possess the following classification(s) of California Contractors License at the time that the Contract for the Work is awarded: **Class C39**. The Bid Proposal of any Bidder not duly and properly licensed in accordance with the foregoing shall be rejected as non-responsive and the Bidder shall be subject to all penalties imposed by law as a result of not being properly licensed at the time of submitting its Bid Proposal. No payment shall be made for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed for the Work.
10. **Examination of Site and Contract Documents.** The District will conduct a recommended Job-Walk for the Work described as SPF ROOFING PROJECT, BLDGS 1700/2200 - LAS POSITAS COLLEGE. Each Bidder shall at its sole cost and expense inspect the Site to become fully acquainted with conditions affecting the Work and carefully review the Contract Documents; submission of a Bid Proposal is prima facie evidence of such action by the Bidder. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation under the Contract Documents. Interested parties are required to attend a Mandatory Bid Walk at the Maintenance & Operations Building, 3000 Campus Hill Drive, Livermore, CA 94551 on Wednesday, October 5, 2011 at 11:00 a.m.
11. **Public Records.** Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. Upon the District's issuance of the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the Call for Bids shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret" "Confidential" "Proprietary" or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom.
12. **Notice of Intent to Award Contract.** Following the opening and reading of Bid Proposals, the District will issue to Bidders who have timely submitted a Bid Proposal, a Notice of Intent to Award the Contract, identifying the responsible Bidder submitting the lowest priced responsive Bid Proposal and to whom the District intends to award the Contract.
13. **Interpretation of Drawings, Specifications or Contract Documents.** If the Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. Bidders are solely responsible for submitting to such request not less than seven (7) days prior to the scheduled closing date for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by or on behalf of the District. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

14. **Agreement and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms and amounts of the Labor and Material Payment Bond, and other documents and instruments which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.
15. **Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
16. **Workers' Compensation Insurance.** Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall sign and deliver to the District the form of Workers Compensation Insurance included with the Contract Documents.
17. **Award of Contract.** Pursuant to Resolutions adopted by the District's Board of Trustees, the Contract for the Work, if awarded, will be by action of the District's Vice Chancellor, Facilities Planning and Management, Vice Chancellor, Business Services or Director of Purchasing and Contracts to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the District's selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with the Instructions for Bidders. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
 - A. **Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if made by the District, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.
 - B. **Selection of Alternate Bid Items.** The selection of Alternate Bid Items for inclusion in the scope of the Work of the Contract to be awarded at the discretion of the District.

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NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

I, _____, being first duly sworn, deposes and says
 (Typed or Printed Name)

that I am the _____ of _____,
 (Title) (Bidder Name)

the party submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 2011 at _____.
 (City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 Signature

 (Address)

 Name Printed or Typed

 (City, County and State)

(_____) _____
 (Area Code and Telephone Number)

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BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, hereinafter "the Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the **SPF ROOFING PROJECT, BLDGS. 1700/2200, LAS POSITAS COLLEGE**.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **ten percent (10%)** of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full 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, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations 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, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2011 by their duly authorized agents or representatives.

(Principal's Corporate Seal)

(Principal Name)

By: _____

(Typed or Printed Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Typed or Printed Name)

(Attach Attorney-in-Fact Certificate)

() _____
(Area Code and Telephone Number of Attorney-In-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

BID PROPOSAL

TO: **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees (“the District”).

FROM:

_____ (Name of Bidder)

_____ (Address)

_____ (City, State, Zip Code)

_____ (Telephone/Telecopier)

_____ (E-Mail Address of Bidder’s Representative(s))

_____ (Name(s) of Bidder’s Authorized Representative(s))

1 Bid Proposal

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: **SPF Roofing Project, Bldgs. 1700/2200, Las Positas College, Informal Bid No. 11-12-02** for the sum of:

_____ Dollars (\$_____). The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal which **includes “Attachment A”**.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

_____ **Addenda Nos.** _____ received, acknowledged
(initial) and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder’s price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District’s award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2 Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal and “Attachment A” the following: (a) Bid Security; (b) Subcontractors List; and (c) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3 Award of Contract. If the Bidder submitting this Bid Proposal and “Attachment A” is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and

Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Labor and Material Payment Bond; (c) the Certificate of Workers' Compensation Insurance; and (d) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4 Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) _____ bearing License Number(s) _____, with expiration date(s) of _____. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

“ATTACHMENT A”

FROM: _____
(Contractor)

The work consists of furnishing and installing Spray Polyurethane Foam Roofing at Las Positas College for Bldgs. 1700 and 2200, Livermore, CA.

Sprayed Polyurethane Foam Roofing:

Indicate the name of the SPF manufacturer and roof coating manufacturer whose materials you will be using:

SPF Manufacturer: _____ Coating Manufacturer: _____

Building 1700:

State the total amount bid for all the work shown and/or specified to provide specified sprayed Polyurethane Foam Roofing.

\$ _____

_____ Dollars and _____ cents

State the total square feet for B1700: _____ sq.ft.

Pounds of Foam Required

Gallons of Coating Required

_____ Lbs.

_____ Gallons

Building 2200:

State the total amount bid for all the work shown and/or specified to provide specified sprayed Polyurethane Foam Roofing.

\$ _____

_____ Dollars and _____ cents

State the total square feet for B2200: _____ sq.ft.

Pounds of Foam Required

Gallons of Coating Required

_____ Lbs.

_____ Gallons

State the total square feet to be ROOFED in this bid: _____ sq.ft.

Total Pounds of Foam Required

Total Gallons of Coating Required

_____ Lbs.

_____ Gallons

Total Bid Proposal Amount _____

\$_____ (As stated on Bid Proposal 1.1)

Contractor

Date

By:

Title

Contractor's License No.

Address

City, State, Zip

Project Manager

Telephone Number

CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into this _____ day of _____, 2011 by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (“District”) and *Name of Contractor* (“Contractor”) for the Work of the Project generally described as: SPF Roofing Project, Bldgs. 1700/2200, Las Positas College. In consideration of the mutual covenants set forth herein, the Contractor and District agree as follows:

- A. In consideration of the payment of the sum of *State Dollars in Word Dollars (\$30,000 - 175,000.00)* (“the Contract Price”), the Contractor shall perform and complete the Work generally described as SPF Roofing Project , Bldgs. 1700/2200, Las Positas College which includes the installation of a new SPF roofing system of two (2) buildings.
- B. Contractor shall commence the Work on the date indicated in the Notice to Proceed issued by or on behalf of the District and shall complete the Work by Forty (45) calendar days, depending on materials.
- C. The location of the Work is 3000 Campus Hill Drive, Livermore, CA 94551, (“the Site”).
- D. At all times during the Work, the Contractor and each Subcontractor shall obtain and maintain the following insurance coverages:

Contractor:

Workers Compensation	Per applicable law
Employer’s Liability	\$1,000,000
Commercial General Liability	
Per Occurrence	\$2,000,000
Aggregate	\$2,000,000
Builder’s Risk	Full Value of Work
Seismic Coverage	Not Required

Subcontractors:

Workers Compensation	Per applicable law
Employer’s Liability	\$1,000,000
Commercial General Liability	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

- E. The Contract Documents consists of this Contract for Labor and Materials, the attached Contract Terms and Conditions, the Bid Proposal and other documents submitted by the Contractor to the District as a Bidder and the documents identified below. By executing this Contract, the Contractor acknowledges its receipt and review of the Contract Documents; based upon this review, the Contractor confirms that the Work can be completed for the Contract Price and within the Contract Time. The Contract Documents consist of:

- | | |
|---|--|
| <ul style="list-style-type: none"> Contract for Labor and Materials Terms and Conditions of Contract Non-Collusion Affidavit Bid Proposal Drug-Free Workplace Certification Certificate of Worker’s Comp Insurance Change Order Form | <ul style="list-style-type: none"> Asbestos and Hazardous Materials Debris Recycling Statement Guarantee Form |
|---|--|

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the District and Contractor have executed this Contract as of the date set forth above.

**“DISTRICT”
CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT**

**“CONTRACTOR”
FIRM’S NAME**

By:

By:

Mr. Lorenzo Legaspi
Vice Chancellor, Business Services

Title:

By:

Mr. Jeffrey M. Kingston
Vice Chancellor
Facilities Planning & Management

**TERMS AND CONDITIONS OF
CONTRACT FOR LABOR AND MATERIALS**

1. **Labor and Materials.** The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.
2. **Submittals.** The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.
3. **Construction Schedule.** If required by the District, the Contractor shall prepare a Construction Schedule in such form and format as directed by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the District. If a schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.
4. **Changes.**
 - 4.1 **Changes to the Work.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of _____ percent (___%) of the actual costs of labor and materials; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. Changes approved by the District shall be reduced to Change Order in the form and substance as set forth in Attachment A hereto.
 - 4.2 **Substitutions.** No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a

finding that such Specified Items are designated as “sole source” items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

5. **Payment Bond.** Prior to commencement of Work, the Contractor shall obtain and deliver to the District a Labor and Materials Payment Bond. Bond is required hereunder will be accepted by the District only if: (a) they are in the form and content included in the Contract Documents; (b) the Bonds are issued by and Admitted Surety Insurer under California law; and (c) in a penal sum equal to one hundred percent (100%) of the Contract Price.
6. **Safety; Security.** The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site, including without limitation, implementation and enforcement of safety programs. The Contractor shall implement and maintain safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property, as required or appropriate by the circumstances or the nature of the Work. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage.
7. **Labor.**
 - 7.1 **Prevailing Wage Rates; Hours of Work.** The Contractor and all Subcontractors shall: (a) pay their respective workers wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker; (b) maintain complete and accurate payroll records for workers engaged in the Work; and (c) if requested by the District, provide Certified Payroll records as required by applicable laws. The Contractor and Subcontractors shall not permit any worker to provide more than eight (8) hours of work per day or forty (40) hours per week without additional compensation as mandated by law. The Contractor shall be subject to all penalties and assessments provided by law or regulation for violation(s) of the prevailing wage rate or hours of work requirements.
 - 7.2 **Apprentices.** Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.
 - 7.3 **Competency and Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.
 - 7.4 **Superintendent.** The Contractor shall employ a Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.
8. **Subcontractors.** The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers

Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

- 9. Non-Discrimination.** The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.
- 10. Payment of the Contract Price.** The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative's confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety percent (90%) of the value of the Work completed. Within sixty (60) days of completion of all Work and all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (a) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (b) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (c) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (a) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (b) defective or non-conforming Work which is not remedied; or (c) there are any uncured Contractor defaults. Notwithstanding any provision of the Contract Documents to the contrary, no payment will be made to the Contractor upon completion of the Work unless the Contractor has completed and submitted the form of Asbestos and Other Hazardous Materials Certification set forth in Attachment B hereto.
- 11. Insurance.** The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. The Contractor shall maintain a policy of Builders Risk Insurance covering the full insurable value of the Work; if noted as a requirement in the Contract, the Builder's Risk Insurance shall include seismic coverage. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages. No Work at the Site by the Contractor or any Subcontractor will be permitted unless the Contractor and Subcontractor, as applicable has/have submitted Certificates of Insurance evidencing the required insurance policies hereunder to the District Representative.

- 12. Indemnification.** Unless arising solely out of the active negligence or willful misconduct of the District, the Contractor shall indemnify, defend and hold harmless the District, the District's Board of Trustees and all members thereof and the District's employees, officers, agents and representatives from all claims, demands and liabilities, including without limitation, attorneys fees, which arise out of or related in any manner to this Contract or the Work. The Contractor's obligations hereunder include without limitation: (a) injury to, or death of, persons; (b) damage to property; (c) theft or loss of property; (d) Stop Notice claims; and (e) other losses, damages or costs arising out of, in whole or in part, of the acts, omissions or other conduct of the Contractor or Subcontractors. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are deemed incorporated into and made a part of the obligations of the Surety issuing the Performance Bond.
- 13. District Right to Terminate.** The Contractor's failure to comply with any term or condition of the Contract Documents shall constitute default of the Contractor; in such event, the District may terminate the Contract upon seven (7) days written notice to the Contractor. Unless the Contractor shall have commenced, and diligently thereafter prosecute to completion, all required actions to cure such default(s), this Contract shall be deemed terminated without further action of the District; such termination shall be effective the seventh (7th) day after the date of the District's written notice. If the District terminates the Contract for default of the Contractor, the Contractor and the Performance Bond Surety shall be liable to the District for all losses, costs and damages arising out of the Contractor's default and costs to complete the Work which exceeds the remaining Contract Price at the time of termination. In addition to the preceding, the District may terminate this Contract at any time for the convenience of the District by written notice to the Contractor, in which case, the payment of the Contract Price shall be limited to the value of the Work in place or in progress at the time of the termination for the District's convenience.
- 14. Warranty.** If within one (1) year, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor. The surety issuing the Performance Bond shall be liable to the District for correction, repair or replacement of defective/non-conforming Work if the Contractor fails or refuses to perform in accordance with the preceding.
- 15. Tests/Inspections of the Work.** The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable excessive costs of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.
- 16. Miscellaneous.**
- 16.1 Disputes.** Each dispute or claim of \$375,000 or less arising out of this Contract shall be resolved in accordance with Public Contract Code §20104 et seq. A dispute or claim exceeding \$375,000 shall be resolved by binding arbitration conducted under the auspices of the American Arbitration Association and its Construction Industry Arbitration Rules in effect at the time that a Demand for Arbitration is filed, except as modified herein. The

award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Contractor only if the Arbitration Award is supported by applicable law and substantial evidence pursuant to California Code of Civil Procedure §1296 and includes findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules. Any Arbitration Award that does not conform to the foregoing shall be invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the Arbitration Award is not supported by substantial evidence or that it is based on an error of law. Notwithstanding any claim or dispute arising out of this Contract or the Work, the Contractor shall continue to diligently perform the Work and prosecute the same to completion.

- 16.2 Governing Law; Interpretation.** This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.
- 16.3 Successors.** This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.
- 16.4 Permits; Approvals.** Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.
- 16.5 Waiver of Consequential Special Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Agreement, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District’s breach or default of its obligations under the Contract Documents.
- 16.6 Days.** Unless otherwise stated in the Contract Documents, all references to “days” shall be deemed references to calendar days.
- 16.7 Severability.** If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.
- 16.8 Entire Agreement.** This Contract and the Contract Documents enumerated herein constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

**CHANGE ORDER FORM
(ATTACHMENT A TO CONTRACT)**

Project:		Change Order #:	
Date:		Contract #:	
Contractor:			

Pursuant to Paragraph 4.1 of the Contract, this Change Order Form shall be used for all Change Orders associated with the Work. No additions or deletions to this form shall be allowed, except with permission of the District.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. The foregoing adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of this Change Order or the performance and completion of the Changes. This Change Order is hereby agreed to, accepted and approved, all in accordance with the Contract Documents.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSULTANT, AND CONTRACTOR

The original Contract Price was \$ _____

Net change by previously authorized Change Orders \$ _____

The Contract Price prior to this Change Order was. \$ _____

The Contract Price will be changed by this Change Order in the amount of. \$ _____

The new Adjusted Contract Price including this Change Order will be. \$ _____

The Contract Time will be (increased) (decreased) (unchanged) by. (_____) Days

The date of Substantial Completion as of the date of this Change Order therefore is: . . . ____/____/____

CONSULTANT

CONTRACTOR

OWNER

Chabot-Las Positas Community College District
5020 Franklin Drive
Pleasanton, CA 94588

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

**ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION
(ATTACHMENT B TO CONTRACT)**

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between the Chabot-Las Positas Community College District ("District") and _____ ("Contractor") for the work of improvement commonly referred to as **SPF Roofing Project, Bldgs. 1700/2200, Las Positas College** (hereinafter referred to as the "Project").

To the best of my knowledge, information and belief, in completing the Work of the Project, no materials, equipment or other items furnished, installed or incorporated into the Project contains, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or defined as being hazardous under federal or state laws, rules or regulations.

The undersigned is duly authorized to complete, execute and submit this Asbestos and Other Hazardous Materials Certification on behalf of the Contractor. The undersigned has personal knowledge of the substantive representations set forth hereinabove or has made appropriate diligent inquiry to ascertain that the substantive representations set forth hereinabove are complete, true and accurate and do not omit material facts rendering such representations to be false or misleading.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this _____ day of _____, 2011 at _____.

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

Subscribed and sworn before me
this ____ day of _____, 2011

Notary Public in and for the State of California

My Commission Expires:

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LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT** hereinafter "the Obligee", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **SPF Roofing Project, Bldgs. 1700/2200, Las Positas College**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2011 by their duly authorized agent or representative.

(Principal's Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Type or Print Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Type or Print Name of Attorney-in-Fact)

() _____
(Area Code and Telephone Number of Attorney-In-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

WORKERS COMPENSATION CERTIFICATE

PROJECT: INFORMAL BID NO. 11-12-02, SPF ROOFING PROJECT, BLDGS. 1700/2200, LAS POSITAS COLLEGE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 provisions before commencing the performance of this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

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DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Contractor Name).

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this ____ day of _____, 2011
(City and State)

(Signature)

(Handwritten or Typed Name)

SECTION 00800
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 PROJECT ENVIRONMENT

- A. SAFETY AND HEALTH - Consultants, contractors and subcontractors must make themselves aware of all applicable health and safety codes and ordinances and assure compliance therewith.
1. The building design and construction must permit CLPCCD (Chabot Las Positas Community College District) Facilities Management personnel to access and maintain building systems and equipment safely.
 2. The Contractor must meet or exceed the criteria in the CLPCCD's Safety Guideline.
 3. The contractor shall have a site-specific safety program in place at the start of any construction activity on site. The Contractor shall maintain one copy of the site-specific safety program and shall submit two copies to the CLPCCD Project Manager. The Project Manager shall retain one copy in the project files and submit one copy to be retained in the Project Management and Construction Plan Review Room.
 4. The Contractor is responsible for maintaining fire and life safety access to the construction project at all times.
 5. The Contractor must provide and maintain designated pedestrian paths around construction site limits and related barriers. Barriers are to display appropriate signage conveying detour routes. Site lighting shall illuminate peripheral areas adequately for safe pedestrian passage along detours at night. The CLPCCD Project Manager must approve any routes which cannot be provided as accessible
 6. The detours must conform to ADA guidelines to provide access to all occupants of the campus. NOTE that yellow tape barricade at physical hazards is NOT acceptable. At open pits, ditches and other physical hazards, the contractor must provide adequate barricades. For temporary hazards (hazards present for three days or less) orange net fabric on stakes at a minimum of six feet (6') on center must be installed at a distance from the hazard to prevent visually impaired people from pushing through the barricade. For long term hazards (hazards present longer than three days) chain-link fencing must be installed.
- B. SITE CONSTRAINTS - The Contract Documents will show the limits of construction for the site. The Contractor must develop a Construction Site Plan which locates all construction limits and locates staging, material storage, trailers, on-site contractor parking, vegetation protection areas, and other site specific concerns. Temporary site lighting, roads and fencing must be identified and approved by the CLPCCD's Project Manager. Any deviation from the approved plan or encroachment into non-site areas must be corrected immediately upon notification. Remediation of areas where encroachment has taken place will be the responsibility of the Contractor and will be performed to the satisfaction of CLPCCD's Project Manager and the Facilities Management Grounds Manager.
- C. CONSTRUCTION PARKING – CLPCCD may provide parking for workers on

construction projects only after specific requests have been submitted and approved in writing. Property parking of construction related vehicles outside of the construction site is prohibited. CLPCCD also prohibits the parking of construction related vehicles along residential streets off the property.

- D. PROTECTION OF EXISTING CONDITIONS - The contract documents and specifications shall insure that access routes to and from the project, and the project premises are protected from litter and debris of any form. All damage and temporary soiling of an area or misuse of property on or off the construction site must be restored to its original condition to the satisfaction of CLPCCD. The contractor is responsible for ensuring that these requirements are met at all times and the contractor will be held financially responsible for all corrective action required by the construction activities. Documentation of existing conditions is the responsibility of the Contractor. The Owner's Project Manager shall be available to assist and confirm the Contractor's documentation, at the Contractor's request.
- E. UTILITY SHUTDOWNS - All utility shutdowns affecting College facilities outside the construction project shall be scheduled through the CLPCCD Project Manager. A ten- (10) day notice is required. Utility interruptions must be scheduled during non-business hours.
- F. SITE HYGIENE - All contractors must provide temporary toilet facilities for their employees. Contractor employees are not allowed to use CLPCCD restroom.
- G. SITE CLEANLINESS - The construction site must appear clean and organized at all times, as judged by the CLPCCD Project Manager. The contractor will be responsible for cleaning up debris, graffiti or facilities immediately upon the Owner's request.

1.02 CONTRACTOR PERFORMANCE

- A. EMPLOYEE CONDUCT - At any time during the construction of a project at CLPCCD, if the conduct of any worker is judged by the Owner or Consultant to be a nuisance to the Owner, or a worker is considered to be incompetent or detrimental to the work, the Contractor shall order such parties removed immediately from CLPCCD property. The contractor shall be responsible for assuring these measures are executed and the Contractor has the right and responsibility to request the assistance of CLPCCD Security, if necessary. Dialogue between property occupants and workers, whistling or other attention-attracting noises or gestures towards property occupants are NOT permitted. Contractor personnel must not use property toilets, telephones, benches, dumpsters, containers, or enter CLPCCD facilities, unless accompanied by CLPCCD personnel. Entry of any property facility or interface with any property occupant outside of the construction site is grounds for immediate removal.

1.03 DELAYS DUE TO WEATHER

- A. Weather days will be recorded weekly by the Contractor and forwarded to the CLPCCD Construction Manger within five (5) days of occurrence. Support of the claim for weather delays shall be accompanied with a weather summary provided by the National Weather Service.

- B. There shall be no increase in the contract sum nor remuneration of any kind by Owner to Contractor for extensions due to weather day delays.
- C. Should inclement weather occur and resulting water leak inside the building during construction, the Contractor shall be on site within 4 hours after being notified. Should Contractor not be able to be on site within 4 hours, another Contractor may be hired by the Owner to provide emergency leak services. Any and all costs incurred shall be back charged to the Contractor.

1.04 HOLD HARMLESS

- A. The contractor shall hold harmless and indemnify the CLPCCD, and its officers and employees, Amtech Building Sciences, Inc., and its officers and employees, from every liability, claim or demand, which liability, claim or demand may be made by reason of:
 - 1. Any injury to person or property sustained by the Contractor or by any person, firm or corporation, employed directly or indirectly by it upon or in connection with its work.
 - 2. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the Contractor or any person firm or corporation, directly or indirectly employed by it upon or in connection with the work.
 - 3. The Contractor furnishing or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance under the contract.
- B. The Contractor at its own cost, expense and risk, shall defend all legal proceedings that may be brought against the CLPCCD, and its officers and employees, Amtech Building Sciences, Inc., and its officers and employees, on any such liability, claim or demand, and satisfy any resulting judgment that may be rendered against any of them whether or not the liability, claim or demand was actually or allegedly caused wholly or in part through the negligence or other tortious conduct by any of them.

1.05 CONTRACTOR LICENSE

- A. Installation of the coating shall be by a qualified, licensed Contractor, approved by the manufacturer to install this material, and shall be applied in strict accordance per manufacturer's specifications and recommendations. Where conflict may exist between these project specifications and the manufacturer's written specifications, the more stringent criteria shall prevail. All manufacturer recommendations and details apply with same force and effect as though repeated herein. Owner shall not be responsible for extra costs to meet the manufacturer requirements and it is understood that the Contractor shall bear the cost to meet all manufacturer detail requirements when not detailed in these specifications.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

**SECTION 01110
SITE CONDITIONS**

PART 1 – GENERAL

1.01 Description

- A. This section specified procedural requirements for:
1. Maintaining all construction site areas, on the building, and the surrounding grounds;
 2. Maintaining quality assurance during the course of work;
 3. Identifying actions resulting from atmospheric conditions;
 4. Identifying actions necessary for the storage of materials;
 5. Identifying responsibilities for field measurements and takeoffs;
 6. Identifying existing conditions; required by various sections to amplify, expand, and coordinate the information.

1.02 Quality Assurance

- A. Contractor shall immediately stop work if any unusual or concealed condition is discovered and shall immediately notify CLPCCD of such condition in writing for correction at the CLPCCD's expense (letter copy to the manufacturer).
- B. All rooftop contamination that is anticipated or that is occurring shall be reported to the manufacturer to determine the corrective steps to be taken.
- C. The Contractor shall verify that all roof drain lines are functioning correctly (not clogged or blocked) before starting work. Contractor shall report any such blockages in writing to the CLPCCD's representative for corrective action prior to installation of the Roof System.
- D. Site cleanup, including both interior and exterior building areas that have been affected by construction, shall be completed to the CLPCCD's satisfaction.
- E. All landscaped areas' damages by construction activities shall be repaired at no cost to the CLPCCD.
- F. The Contractor shall cause fastener pullout tests to be conducted in accordance with industry standards to help verify condition of deck/substrate and to confirm expected pullout values.

1.03 Atmospheric Conditions

- A. Environmental Conditions
1. Do not proceed with application of polyurethane foam materials when ambient temperature is less than 35 degrees F.
 2. Do not apply SPF when temperature is within 5 degrees F of dew point.

- B. Only as much of the new roofing as can be made weather-tight each day, including all flashing and detail work, shall be installed.
- C. All work shall be scheduled and executed without exposing the interior building areas to the effects of inclement weather. The existing building, its contents, and its operations shall be protected against all risks.
- D. All surfaces to receive new roofing, or flashing, shall be dry.
- E. All new and temporary construction, including equipment and accessories, shall be secured in such a manner as to preclude wind blow-off and subsequent roof or equipment damage.
- F. Uninterrupted water stops shall be installed at the end of each day's work and shall be completely removed before proceeding with the next day's work.
- G. All costs to the Contractor for protecting, removing, and restoring existing improvements shall be absorbed in their bid.

1.04 Storage of Materials

- A. The Contractor shall take precautions that storage and/or application of materials and/or equipment does not overload the roof deck or building structure.
- B. The Contractor shall follow all safety regulations as required by OSHA and any other applicable authorities having jurisdiction.
- C. All new roofing waste material (i.e., scrap roofing material) shall be removed from the site daily by the Contractor and properly transported to a legal dumping area authorized to receive such material, in a legal manner.

1.05 Field Measurements

- A. Before submitting his bid, the Contractor shall visit the project site and **verify conditions, locations, and dimensions** of all existing equipment, the structure, and the site conditions that pertain to this installation.
- B. The dimensions shown and the information provided are not represented or guaranteed by the CLPCCD or Consultant as being accurate as to the actual "as built" and present conditions. Bidding Contractor shall verify all conditions at the site and perform all work to complete the project under this contract, regardless of the variations that may be found.
- C. Failure to examine the project building and the site and to become familiar with the existing conditions shall not constitute cause for complaint or claim for extra payment. Contractor agrees to accept project site as it exists.
- D. Contractor shall have **SOLE AND COMPLETE** responsibility for accuracy of all measurements and estimates of material quantities, fitting of components, sizes, and dimensions.

1.06 Existing Conditions

- A. The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the work. Such equipment and facilities shall meet all requirements of the applicable ordinances and laws.
- B. Site will be available to Contractor upon receipt of the CLPCCD's written notice to proceed, unless otherwise indicated in these specifications. Care, custody, and control of the site work area, equipment area, and material storage area are vested in the Contractor during the term of operations under the contract.
- C. Access to roof shall be from exterior only. No roofing employees will be allowed within the building without prior notification of and approved by the CLPCCD Representative.
- D. Means of ingress and egress to buildings shall not be blocked for any reason or hamper the normal operation of the building in any way unless permission is first obtained from the CLPCCD. Fire protection and immediate access for firefighting equipment must be maintained at all times. Parking equipment or staging materials in a RED curb zone shall be prohibited unless approved in writing by the Fire Marshall and local police.
- E. Precautions shall be taken when using adhesives at or near rooftop vents or air intakes. Adhesive odors could enter the building. Coordinate the operation of vents and air intakes in such a manner as to avoid the intake of adhesive odor while ventilating the building.
- F. It is the CLPCCD's intention that the building will be utilized in the usual manner in accordance with the normal schedule; therefore, the Contractor, executing this contract work, must schedule his work so as not to interfere with normal activities and shall coordinate his work with the CLPCCD for roof areas over interior spaces having critical requirements. Do not interrupt CLPCCD or tenant operations unless written approval is received from the CLPCCD.
- G. Work that might interfere with the use of the facilities by the CLPCCD shall be accomplished at a time approved beforehand by the CLPCCD.
- H. Coordinate all use of utilities with the CLPCCD. At no time shall utilities be wasted.
- I. Any worker creating a nuisance on the premises shall be discharged by the Contractor.
- J. Disturbing or disruptive noise that interferes with the normal building occupancy will not be permitted. Operations creating noise of this type must be scheduled in advance with the CLPCCD. Radios and tape players are not allowed on the roof or in the storage areas.

- K. Prior to final acceptance, Contractor shall restore all areas affected by his work to the original state of cleanliness and repair all damage done to the premises, including the grounds, by his workmen and equipment.
- L. Prior to start of work, Contractor shall perform a thorough inspection of the building interior and exterior noting all existing damage, including past or current leakage. Documentation of this inspection shall be submitted to the CLPCCD's representative prior to beginning work. The Contractor shall be responsible for correction of any subsequent, undocumented damage, or leakage.
- M. Protect building contents and grounds during the process of the work. Protect all paving and building adjacent to hoist prior to starting work. Windows, doorways, docks, walkways, etc. may require special protection measures.
- N. Contractor must take every precaution to prevent interior leakage, materials from falling into the interior, or other such occurrences.
- O. The Contractor shall prevent access by the public to materials, tools, or equipment. The CLPCCD assumes no liability or responsibility whatsoever for any damage, theft, or other acts which occur to the Contractor's materials or equipment as a result of his negligence.
- P. The Contractor shall be responsible for damage to asphalt parking lots resultant of heavy dumpsters and/or truck loads driving over parking lot areas. Contractor shall obtain written permission for traffic across or placement of heavy loads on pathways.
- Q. The Contractor shall repair or replace all existing improvements which are damaged or removed as a result of his operations and which are not designated for removal (e.g., curbs, sidewalks, driveways, fences, walls, signage, utility installations, pavements, structures, etc.). Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.
- R. The Contractor shall cover damages to the building resulting from failure to prevent penetration of water during reroofing.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 Organization of Work

- A. Arrange work sequence to avoid use of newly constructed roofing as a walking surface or for equipment movement and storage. Where such access is absolutely required, the Contractor shall provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent areas.
- B. Contractor shall check all roof drains prior to start of work in each drainage area to determine if the drain line is plugged or if the drain bowl or any of its

components are damaged. Any of these items are to be brought to the attention of the CLPCCD's representative prior to starting work and will be the CLPCCD's responsibility for correction, unless shown on the roof plan, which in this case the Contractor includes this in his/her bid. Any plugged or damaged drains brought to the attention of the CLPCCD after the work has started will be the responsibilities of the Contractor to correct.

- C. Prior to and during application, all dirt, debris, and dust shall be removed from surfaces by vacuuming, sweeping, blowing with compressed air, and/or similar methods.
- D. Roofing and flashing shall be installed and sealed in a watertight manner on same day of installation or before arrival of inclement weather.
- E. At the end of each working day, partial installation shall be sealed with water stops along edges to prevent water entry.
- F. Preparation work shall be limited to those areas that can be covered with installed roofing material on same day or before arrival of inclement weather. Phased construction prohibited.
- G. All areas around or on the building premises must be kept well policed daily as the work proceeds. Deposit all trash and debris into trucks or containers daily. All areas where foot traffic is present must be kept safe of debris and trash. All unusable materials removed shall be the responsibility of the Contractor and shall be disposed of away from the job site.
- H. Provide at site prior to commencing removal of debris, a dumpster or dump truck to be located adjacent to building where directed by the CLPCCD. Protect building surfaces at set-up area with tarpaulin. Secure tarpaulin. Remove dumpster from premises when full and empty at approved dumping or refuse area. Deliver empty dumpster to site for further use. Upon job completion, dumpster shall be removed from premises. Spilled or scattered debris shall be cleaned up immediately. Remove material to be disposed from roof as it accumulates.
- I. Arrange work sequence to avoid use of newly constructed roofing for storage, walking surface, and equipment movement. Move equipment and ground storage areas as work progresses.
- J. Special precautions must be taken at all times to ensure the safety of the tenants and employees of the CLPCCD, and the members of the public.

END OF SECTION

SECTION 01340 SHOP DRAWINGS

PART 1 - GENERAL

The general provisions of the Contract, including General and Supplementary Conditions and the requirements of Division 01, apply to the work specified in this section.

1.01 REQUIREMENTS INCLUDED

- A. Submit shop drawings, product data and samples required by Contract Documents

1.02 RELATED REQUIREMENTS

- A. Conditions of the Contract: Definitions, and Additional Responsibilities of Parties.
- B. Section 01720: Project Documents

1.03 SHOP DRAWINGS

- A. Minimum sheet size: 8-1/2" x 11 inch.

1.04 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products or models
 - 2. Show performance characteristics and capacities
 - 3. Show dimensions and clearances required
 - 4. Show wiring or piping diagrams and controls
- B. Manufacturer's standard schematic drawings and diagrams:
 - 1. Modify drawings and diagrams to delete information which is not Applicable to the work.
 - 2. Supplement standard information to provide information specifically Applicable to the work

1.05 SAMPLES

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devise
 - 2. Full range of color, texture and pattern

1.06 CONTRACTORS RESPONSIBILITIES

- A. Review shop drawings, product data and samples prior to submission
- B. Determine and verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data

4. Conformance with specifications
- C. Coordinate each submittal with requirements of the work and of the Contract documents.
- D. Contractor shall submit two (2) copies of submitted detail. If approved without change or coercion two (2) approved copies will be furnished to the Contractor. If extensive additions or corrections are required, the Roof Consultant will return one marked up copy to the Contractor.
- E. Notify the District in writing, at the time of submission, of any deviations in the submittals from requirements of the Contract Documents.
- F. Allow four (4) working days in the Consultant's office for shop drawing turn around time.
- G. Begin no fabrication or work that requires submittals until return of submittals with Consultant's review stamp. All work or fabrication started or completed prior to acceptance by the District shall be subject to rejection.

1.07 SUBMISSION REQUIREMENTS

- A. Contractor shall submit to District reviewed shop drawings as called for and/or where product type or application varies from the Contract Documents. If product specification and application conforms exactly to Contract Documents, Contractor shall submit to District a letter stating such, with a copy of each specification detail drawing signed and acknowledged as acceptable for installation.
- B. Shop drawings are required to provide complete dimensions of all metal components, and flashing conditions. These shall be prepared to thoroughly illustrate and depict the condition, component or detail being addressed, and prepared at the contractors expense. Drawings shall be of size and scale to accurately show clearing all necessary details and shall be transmitted by a letter to the Roof Consultant for approval or correction at least ten (10) days before commencing work.
 1. Dimensioned shop drawings which shall include:
 - a. Outline of roof and roof size, indicating location of detail.
 - b. Profile details of flashing methods for penetrations and terminations.
 - c. Technical acceptance from the membrane manufacturer.
- C. Make submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the work or in the work of any other contractor.
- D. Number of submittals required:
 1. Shop drawings: 3 opaque Reproductions.
 2. Product data: Submit the number of copies which the Contractor requires plus three (3) which will be retained by the District.
 3. Samples: Submit the number stated in each specification section.
- E. Submittals shall contain:

1. The date of submission and the dates of any previous submissions
2. The project title and number
3. Contract identification
4. The names of:
 - a. Consultant
 - b. Contractor
 - c. Subcontractor
 - d. Supplier
 - e. Manufacturer
 - f. Separate detailer when pertinent
 - g. Submittal number
5. Identification of the product, with the specification section number
6. Field dimensions, clearly identified as such
7. Relation to adjacent or critical features of the work or materials
8. Applicable standards, such as ASTM or Federal Specifications numbers
9. Identification of deviations from Contractor and Consultant stamps
10. Identification of revisions on resubmittals
11. A 5-inch x 3-inch blank space for Contractor and Consultant stamps
12. Contractor's stamp, initialed or signed, certifying to review of submittal
13. Verification of products, field measurements, and field construction criteria, and coordination of the information within the submittals with requirements of the work and of Contract Documents.
14. Incomplete submittals cannot be reviewed by Consultant.

1.08 RE-SUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the District and resubmit until approved.
- B. Shop drawings and product data:
 1. Revise initial drawings or data and resubmit as specified for the initial Submittals.
 2. Indicate any changes that have been made other than those requested by the District.
- C. Samples: Submit samples as required for initial submittal
- D. Any re-submission reviews due to incomplete submittals or lack of compliance with Documents shall be billed to the District at the rate of \$175.00 per hour, and The District will deduct these charged from the Contract on a monthly basis. Minimum charge for handling such a shop drawing re-submittal will be \$100.00.

1.09 OWNER / CONSULTANT DUTIES

- A. Review submittals with reasonable promptness and in accordance with schedule. In general, allow for a five (5) working day turn around period.
- B. Affix stamp and initials or signature, and indicate requirements for resubmittal or approval of submittals.
- C. Return submittals to Contractor for distribution or for resubmission.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

SECTION 01400
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included:
 - 1. Provide assurances to the District that the work proceeds according to specifications.
 - 2. Use, location, provisions of the Specifications and Plans.
 - 3. Applicable codes and authorities.
 - 4. Roof system sampling.

- B. Related work:
 - 1. Documents affecting work of this Section including, but are not necessarily limited to General Conditions, Supplementary Conditions, and Sections in Division 01 of these Specifications.

1.02 RELATED SECTIONS

- A. SITE CONDITIONS: Section 01110

- B. SHOP DRAWINGS - PRODUCT DATA - SAMPLES: Section 01340

- C. PRODUCT REQUIREMENTS: Section 01600

1.03 GENERAL

- A. Application standards:
 - 1. Regulatory Requirements
 - a. California Building Code, most current edition as adopted and amended by the State of California.
 - 2. ASTM E108, Class "A".
 - 3. Sheet Metal and Air Conditioning Contractors National Association (SMACNA): Architectural Sheet Metal Manual (Latest Edition).
 - 4. Underwriter's Laboratories (UL): 790 Fire Resistance of Roof Assemblies.
 - 5. SPFA – Spray Polyurethane Foam Alliance, Fairfax, VA

- B. Roofing systems shall be applied only by Contractors authorized by the membrane manufacturer prior to advertised Notice to Contractors. The Roofing Contractor shall have at least five (5) years of experience as an applicator with the submitted manufacturer as certified by the manufacturer

- C. Upon completion of the installation, and the delivery to the District and membrane manufacturer by the Contractor of a certification that all work has been done in strict accordance with the contract specifications and the membrane manufacturer's requirements, an inspection shall be made by a technical representative of the membrane manufacturer to observe the completed roof system.

- D. There shall be no deviation made from the contract specification or the approved shop drawings without prior written approval by the District, the District's representative, and the membrane manufacturer.
- E. All work pertaining to the installation of the specified Roof System shall only be completed by Contractor personnel trained and authorized by the system manufacturer in those procedures.
- F. Manufacturer Experience & Formulation:
 - 1. The manufacturer shall have a minimum of 15 years of experience in the production with no formulation changes.
 - 2. Membrane to have no formulation changes in the last fifteen (15) years as certified by the manufacturer.

1.04 PROJECT MEETINGS

- A. Pre-Construction Conference:
 - 1. Shall be scheduled by the District within fifteen (15) days after Notice To Proceed.
 - a. In attendance: Representative of the District, roofing material manufacturer, Contractor and the District's consultant.
 - b. Contractor is to coordinate and shall have membrane manufacturer, subcontractors attend the preconstruction meeting, trades affected include, but is not limited to: roofing, electrical, plumbing, decking, sheet metal, as applicable.
 - c. Shall have an agenda consisting of:
 - (1.) Submittal of insurance certificates.
 - (2.) Execution of District - Contractor Agreement.
 - (3.) Distribution of Contract Documents.
 - (4.) Submittal of list of subcontractors, material submittals, and progress schedule.
 - (5.) Designation of responsible personnel (superintendent and foremen names and pager numbers).
 - (6.) Walk-over inspection of roof conditions.
 - (7.) Designate work and material staging areas.
 - (8.) Review of warranties.
 - (9.) Review of Submittals for all materials to be used on the project.
 - (10.) Review of Contractor's safety program for workers and materials.
- B. Initial Roof Inspection: The application contractor, the Consultant, and the manufacturer's representative shall inspect the entire roof area prior to application of any material. This initial inspection shall be made to verify that all surfaces have been prepared properly as specified.
- C. Progress Meetings:
 - 1. Shall be scheduled by the District Representative weekly.
 - 2. Attendance: District's Representative, District's Consultant, Contractor, job superintendent, and subcontractors, as appropriate.
 - 3. Minimum Agenda:
 - a. Review of Work progress;

- b. Field observations, problems, and decisions;
 - c. Identification of problems which impede planned progress;
 - d. Maintenance of progress schedule;
 - e. Corrective measures to regain projected schedules;
 - f. Planned progress during succeeding work period;
 - g. Coordination of projected progress;
 - h. Maintenance of quality and work stands;
 - i. Effect of proposed changes on progress schedule and coordination;
 - j. Other business relating to work;
- D. Final Inspection:
- 1. Shall be scheduled by contractor and consultant upon completion:
 - a. Prior to, during installation, and at completion of the installation, an inspection shall be made by a representative to the manufacturer in order to ascertain that the roofing system has been installed according to their published specifications, standards, and details.
 - 2. Attendance: District's Representative, District's Consultant, Contractor, and Material Manufacturer Technical Representative.
 - 3. Minimum Agenda:
 - a. Walk-over roof inspection.
 - b. Identification of problems which may impede issuance of manufacturer's warranty.
 - c. Discussion of steps to be taken to correct all deficiencies necessary to comply with this specification.
 - d. Walk-over grounds inspection.

1.05 AUTHORITIES

- A. The Consultant has the following authority:
- 1. To interpret the plans and specifications.
 - 2. To make minor changes in the location of features of the work where no change in cost is involved.
 - 3. To approve substitutes for material and equipment specified by propriety names when such material and equipment meet the contract documents and criteria.
 - 4. To approve shop drawings and submittals.
 - 5. To issue stop work orders when necessary to enforce the provisions of the contract.
 - 6. To make determinations of each working day to be charged against the contract time.
 - 7. To receive all correspondence and other documents pertaining to the scope of work from the contractor.
 - 8. To approve progress and final payments under the contract, including the provisions for withholding funds.
 - 9. To approve the substitution of a subcontractor, where allowed by law, if the listed subcontractor does not object when notified.
- B. Observer may be assigned to the project by the Consultant. Substitute observers may be used during the absence of the assigned observer. The observer has the following authority:

1. To view the work, ample and test components, and to discuss the work with the contractors field representative.
2. To determine compliance with the plans, specifications, and other contract documents. He may issue warnings of non-compliance.
3. To issue stop work notices only in the instance where the operation in progress, if continued for even a short period of time, could be adverse to the Districts interests.

1.06 PLANS AND SPECIFICATIONS

A. General:

1. The Contractor shall keep at the work site a copy of the plans and specifications, to which the Consultant shall have access at all times.
2. The plans, specifications, and other documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the specifications and not in the plans, or in the plans and not in the specifications, shall be as though written or shown in both.
3. The Contractor shall upon discovering any error or omission in the specifications, immediately bring it to the attention of the Consultant.
4. The division of the plans into parts and into sections and parts are for the ease of reference only and does not imply the division of work between trades or Subcontractors. Captions accompanying specification, sections, parts, and paragraphs are for convenience of reference only and does not limit the content of such section, part, or paragraph.
5. No Contractor, whose bid is accepted, shall substitute any person or firm as a Subcontractor in place of a licensed Subcontractor listed in the original bid other than for cause, and by procedures without prior written approval from the District. Similarly no Subcontractor may be employed on this project which is not listed on the Subcontractor form submitted with the Bid.
6. Where a specialty Contractors license is required by law, or by the specification, in order to perform certain portions of the work, the Contractor may perform such portion with his own forces only if he holds a proper license. Otherwise, he shall employ a properly licensed Subcontractor to perform that portion of the work.

B. Precedence of contract documents:

1. If there is a conflict between documents, the document highest in precedence shall control. The precedence shall be:
First: Specifications
Second: Plans
Third: Permits from codes as may be required by law
2. Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over 2 and 3 above. Detailed plans shall take precedence over general plans.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

3.01 RANDOM SAMPLING

A. Roofing Material

1. 3" round core samples or 3" long by 1" deep slit samples as directed by the Consultant. Repair in accordance with manufacturer requirements.

END OF SECTION

SECTION 01500
TEMPORARY CONSTRUCTION FACILITIES

PART 1. GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, Lighting, Telephone Service, Water, and Sanitary Facilities.
- B. Temporary Controls: Barriers, Enclosures and Fencing, Protection of the Work, and Water Control.
- C. Construction Facilities: Parking, Project Signage, and Temporary Buildings.

1.02 RELATED SECTIONS

- A. None

1.03 TEMPORARY ELECTRICITY

- A. Provide power outlets for construction operations.

1.04 TEMPORARY LIGHTING

- A. Provide, maintain, and pay for lighting as required to maintain specified conditions for construction.

1.05 TEMPORARY VENTILATION

- A. None.

1.06 TELEPHONE SERVICE

- A. Foreman shall have cell phone and number shall be made available to CLPCCD staff and Consultant.

1.07 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain CAL OSHA required portable facilities and enclosures.
- B. At end of construction, return facilities and restore grounds to same or better condition than originally found.

1.09 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction material storage areas, to allow for District's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Protect non-company owned vehicular traffic, stored materials, site and structures from damage.

1.10 FENCING

- A. Provide 72" high continuous barricade around all ground equipment, and material storage areas.

1.11 EXTERIOR ENCLOSURES

- A. None

1.13 INTERIOR ENCLOSURES

- A. None.

1.14 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed roofing. Control activity in immediate work area to restrict traffic over new membrane.
- C. Prohibit traffic from landscaped areas.

1.15 SECURITY

- A. Contractor shall be solely responsible for security of all tools, equipment, and materials stored on site.

1.16 PARKING

- A. Limited number of marked company vehicles will be allowed to park next to the build during work hours. Employee personal vehicles may be allowed to park on District property with special permit.
- B. Trucks over 2 ton GVW must have individual specific approval to drive on campus. Coordinate with Maintenance Director

1.17 PROJECT IDENTIFICATION

- A. No Contractor signage (other than on vehicles) shall be permitted on District property.

1.18 MSDS POSTING

- A. MSDS Posting: Where barrels of material are stored, clearly post all applicable MSDS data for all materials stored. MSDS shall be posted on a self supporting panel not less than 4'x4', painted white with letters 10" tall 1" wide, in black which read "MSDS". ALL MSDS data sheets shall be protected from the moisture and wind, and be readily available and removable for inspection and review. Place panel directly in front of barrel storage.

1.19 FIELD OFFICES AND SHEDS

A. None

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

**SECTION 01600
PRODUCT REQUIREMENTS**

PART 1 - GENERAL

1.0 SUMMARY

- A. Related Documents: Conditions of the Contract, this Section and other sections of Division 1 - General Requirements, and Drawings apply to entire Work of the Contract.
- B. Related Sections:
 - 1. Section 01500 - Temporary Facilities and Controls: Protection of installed work.

1.2 QUALITY ASSURANCE

- A. Contract is based upon products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance and performance required.
- C. Substitution Proposals: Permitted for specified products, except where specified otherwise.
 - 1. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. Products Specified by Reference Standards: Select any product by any manufacturer that can be shown to comply with referenced documents. Evidence of compliance will be required at time of product data or shop drawing submittals.
- B. Products Specified by Naming Several Products: Select any product named, pending compliance with specified performance criteria.
- C. Acceptable Product: Term used to assist user in locating specified product and not intended to denote sole source for product specified. Acceptable product listed denotes typical product by one of listed acceptable manufacturers. Products by other listed manufacturers meeting or exceeding characteristics of listed product and specified performance criteria may be used without following substitution procedures.
- D. Products Specified by Naming One Manufacturer's Model or Performance Criteria with Reference to Other Acceptable Manufacturers: Products of other listed manufacturers shall meet or exceed characteristics of model number listed and other specified performance criteria. Products by other listed manufacturers meeting or exceeding characteristics of listed product and other specified criteria may not be used without following substitution procedures.
- E. Products Specified by Naming One Product or Indicating Option of Selecting

Equivalent Products by Stating "Equivalent to", "or Other Acceptable Manufacturers", or Other Similar Language:

- F. Products Specified by Naming Only One Product Followed By "No Substitutions", Or Other Similar Language: There is no option. The District has determined that the product/s specified is necessary to match existing materials, performance, dimension, and aesthetics

1.5 TIME OF SUBSTITUTION REQUESTS

- A. Consultant will consider formal substitution requests from Licensed Contractors only. No requests for substitutions will be accepted without Owner's authorization.
- B. Whether or not Consultant accepts Contractor proposed substitution, Contractor shall reimburse Owner for charges of Consultant and Consultant's consultants for evaluating each proposed substitution.
- C. No additional substitutions will be considered unless a substitution is required due to specified product being removed from or unavailable in market place.

1.6 SUBSTITUTION PROCEDURES

- A. Limit each request to one proposed substitution.
- B. When a particular make or trade name is specified, it shall be indicative of the type and standard required and is in no way done to restrict completion. All other products of verifiable equality or superiority will be considered.
- C. Contractors wishing to submit a product for consideration and evaluation by the Owner as an equal to materials called out in the contract specifications and documents must do so for only products approved and acknowledged through written addendum shall be recognized. In order to properly evaluate various proposals for alternate materials that Bidders may submit to the Owner for their consideration, the following submittals are required, and if approved, must accompany each Bidder's bid package. These submittals, by their inclusion, become part of the Contract Documents. Failure to include any or all of these documents shall result in rejection of the Bidder's proposal. Any request for approval must be accompanied by all the following information. All required submittals shall be submitted in duplicate for Owner's and Roof Consultant's review in two complete packages. If the Owner approves such substitution, and addendum of such approval will be FAXED to each bidder of record, in order that every bidder may have equal opportunity to base his bid on the approved substitution. **When bidding materials as specified indicate "materials as specified" on the BID Form and the following items need not be submitted.**
 - 1. Written application with explanation of why it should be considered.
 - 2. Sample of every membrane adhesive, fastener, mastic, or sealant.
 - 3. Copies of Underwriter's Laboratories 790 Classification Cards for the proposed single ply membrane system.
 - 4. Manufacturer's Warranty Specimen showing specified term.
 - 5. Manufacturer's Minimum coating thickness Requirements.
 - 6. Laboratory analysis indicating compliance with the specified properties of the materials signed by an officer of the manufacturing company/ies.

7. A list of 20 projects within 50 miles on which the identical materials submitted for approval have been used, showing at least 10 projects which are at least ten (10) years old.
 - a. Provide written approval from the manufacture for slits to be taken from the warranted projects during a visit by the manufacturer's representative and the District Consultant.
 8. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance and other pertinent characteristics.
 9. Copies of all relevant product literature that indicate more than one product or system on a sheet shall be clearly marked to indicate the only applicable item. Non-applicable materials shall be crossed out.
 10. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
 11. Changes required in other Work.
 12. A detailed statement by the manufacturer issuing the Warranty describing what criteria is used to approve the applicator status of an installing contractor, with a statement indicating the length of time the Contractor has been an approved applicator for the manufacturer.
 13. Other information as necessary to assist Consultant's evaluation.
 14. Certificate of Compliance and Compatibility of Materials from the Manufacturer issuing the Warranty signed by an officer of the company, which states the following: *"The specifications have been fully reviewed for compatibility of all materials and fitness of purpose, and the specified system is fully compliant with our requirements for issuance of the specified warranty for conditions and term. We will issue said warranty upon completion of work in compliance with the specifications and when full payment has been received for all material and warranty invoices"*.
- C. All tests of materials shall be completed by National Voluntary Laboratory Accreditation Program (NVLAP) laboratory or by lab accepted by the Owner prior to testing.
- D. All costs for tests to verify equality and conformance with specified materials shall be born by submitting contractor.
- E. The Owner will notify all registered bidders all of approved alternates prior to bid date.
- F. A request for substitution constitutes representation that the Contractor:
1. Has investigated proposed product and determined that it is equal or superior in all respects to specified product.
 2. Will provide identical warranty as required for specified product.
 3. Will coordinate installation and make changes to other work that may be required.
 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 5. Certifies that proposed product shall not affect or delay Construction Progress Schedule.
 6. Will pay for changes to building design, including architectural or engineering design, detailing, and construction costs caused by the requested substitution.

- G. Substitutions will not be considered when:
1. Indicated or implied on Shop Drawings or Product Data submittals without formal request submitted in accordance with this Section. Substitution Requests may be submitted at the same time as Product Data and Shop Drawing submittals, but time established for Consultant review of submittals will not commence until review of substitution has been completed.
 2. Submittal for substitution request has not been reviewed and approved by Contractor.
 3. Acceptance will require substantial revision of Contract Documents or other items of the Work.
 4. Submittal for substitution request does not include point-by-point comparison of proposed substitution with specified product.

1.7 CONSULTANT'S AND OWNER'S REVIEW

- A. Consultant will review requests for proposed substitutions and make recommendations to Owner in 4 working days.
- B. Considerations for acceptance will be based on conformance with Contract Documents, including following as applicable:
1. Physical dimension and clearance requirements to satisfy space limitations.
 2. Static and dynamic weight limitations; structural properties.
 3. Interchangeability of parts or components.
 4. Design.
 5. Colors, textures, and finishes.
 6. Compatibility with other materials, products, assemblies, and components.
- C. Owner's decision to approve or reject requested substitution will be indicated on Substitution Request Form. Approval of substitution not valid without Owner's signature.
- D. Rejection of proposed substitution by Owner requires use of specified product.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Arrange deliveries in accordance with construction progress schedules. Schedule deliveries to allow adequate time for product inspection prior to installation. Schedule shall also take into consideration and allow adequate time for reordering of products damaged during delivery or do not meet Contract requirements.
1. Coordinate to avoid conflict with Work and conditions at site.
 2. Deliver products in undamaged condition, in manufacturer's original unopened containers or packaging, with identifying labels intact and legible.
 3. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- B. Storage: Store and protect products in accordance with manufacturer's instructions with labels intact and legible.
1. Store environmentally sensitive products in weathertight, climate

- controlled enclosures.
 - 2. Provide off site storage and protection when site does not permit on site storage.
 - 3. Protect and cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
 - 4. Arrange storage to permit access for inspection. Periodically inspect to ensure products are undamaged and are maintained under specified conditions.
 - 5. Store loose granular materials on solid flat surfaces in well-drained area. Prevent contamination with other materials.
- C. Handling: Handle products in accordance with manufacturer's instructions.
- 1. Do not load structure during construction by storing products with load greater than structure is calculated to safely support.
 - 2. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- D. Do not use products in work that have deteriorated, become damaged, or are otherwise unfit for use.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Confirm manufacturer's production capacity is capable of providing sufficient product, on time, to meet project requirements.

2.2 PRODUCTS

- A. Products: Comply with specified requirements and reference standards as minimum requirements.
- B. Components Supplied in Quantity within Specification Section: Same, interchangeable, and of one manufacturer.
- C. Products: New unless otherwise specified, free of defects, and of types specified.
 - 1. Hazardous Materials: Do not furnish or install materials that contain asbestos, lead, chromates, PCB's, or other known materials or components that will create hazards to health or property.
 - 2. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

PART 3 - EXECUTION

3.1 PRODUCT INSTALLATION

- A. General: Install, erect, connect, condition, use, adjust, and clean products in accordance with manufacturer's instructions and in conformity with specified requirements.
 - 1. Verify and coordinate clearances, dimensions and installation of adjoining construction, equipment, piping, ducts, conduits, or other mechanical or electrical items or apparatus.
 - 2. Prior to fabrication, field measure actual existing conditions to ensure

- proper fit.
3. Inspect each item of material or equipment immediately prior to installation. Reject damaged and defective items.
 4. Recheck measurements and dimensions of Work, as an integral step of starting each installation. Whenever stock manufactured products are specified, verify actual space requirements for setting or placing into allotted space. No extra cost will be allowed for adjustment of Work to accommodate particular product.
- B. Attachment: Provide attachment and connection devices and methods for securing work to withstand stresses, vibration, physical distortion, disfigurement, or racking.
1. Secure work true to line and level, and within specified tolerances, or if not specified, industry recognized tolerances.
 2. Physically separate, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.

END OF SECTION

**SECTION 01720
PROJECT DOCUMENTS**

PART 1 - GENERAL

1.01 The general provisions of the Contract, including General and Supplementary Conditions and the requirements of Division 01, apply to the work specified in this section.

1.02 REQUIREMENTS INCLUDED

- A. Maintain at the site during the entire period of work for the District one record copy of:
1. Drawings
 2. Specifications
 3. Addenda
 4. List of all material (adhesives, insulation & membrane) batch or lot numbers used on the project
 5. Change Orders and other modifications to the Contract
 6. Consultant Field Orders or written instructions
 7. Approved shop drawings, product data and samples
 8. Field test records
 9. Construction photographs

1.03 RELATED REQUIREMENTS

- A. Shop Drawings / Product Data / Samples - SECTION 01340

1.04 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- B. Make documents and samples available at all times for inspection by Consultant.

1.05 PLANS AND SPECIFICATIONS

- A. General:
1. The Contractor shall keep at the worksite a copy of the plans and specifications, to which the Consultant shall have access at all times.
 2. The plans, specifications, and other documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the specifications and not in the plans, or in the plans and not in the specifications, shall be as though written or shown in both.
 3. The Contractor shall upon discovering any error or omission in the specifications, immediately call it to the attention of the Consultant. The division of the plans into parts and into sections and parts are for the ease of reference only and does not imply the division of work between trades or Subcontractors. Captions accompanying specification, sections, parts, and paragraphs are for convenience of reference only and does not limit the content of such section, part, or paragraph.
 4. No Contractor, whose bid is accepted, shall substitute any person as a Subcontractor in place of a licensed Subcontractor listed in the original bid other than for cause, and by procedures without prior written approval from the District.

5. Where a specialty Contractors license is required by law, or by the specifications, in order to perform certain portions of the work, the Contractor may perform such portions with his own forces only if he holds a proper license. Otherwise, he shall employ a properly licensed Subcontractor to perform that portion of work.

B. Precedence of contact documents:

1. If there is a conflict between documents, the document highest in precedence shall control. The precedence shall be:
First: Specifications
Second: Plans
Third: Permits from codes as may be required by law
2. Change orders, supplemental agreements and approved revisions to plans and specifications shall take precedence over 2 and 3 above. Detailed plans shall take precedence over general plans.

1.06 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large, printed letters.
- B. Record information concurrently with construction progress.
- C. Drawings: Legibly mark to record actual construction:
 1. Field changes of dimension and detail
 2. Changes made by Field Order or by Change Order
 3. Details not on original contract drawings
- D. Specifications and addenda: Legibly mark each section to record:
 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed
 2. Changes made by Field Order or by Change Order

1.07 SUBMITTAL

- A. At contract closeout, deliver Record Reproducible Documents to Consultant for the District.
- B. Accompany submittal with transmittal letter in triplicate, containing:
 1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each Record Documents
 5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

**SECTION 01740
WARRANTIES AND BONDS**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Final Inspection to be conducted by the CLPCCD's Roof Consultant accompanied by the Contractor. Any deficiencies found shall be corrected by applicator at no cost to the CLPCCD prior to issuance of Warranty. If re-inspection is required of the roof consultant by the CLPCCD, cost of the Consultant shall be paid by contractor.

- B. The Contractor shall provide CLPCCD a two (2) year workmanship Warranty at the completion of this work to cover repair of leaks due to faulty workmanship, to become effective when all of the Contractor's invoices have been paid. The warranty shall have a starting date when substantial completion was noticed by the Contractor to CLPCCD .
 - 1. Upon completion of installation of the roof system, submit executed contractor's Warranty to receive final retention funds held.
 - 2. Under the terms of the warranty, damage to the roof system caused by acts of God or man made mechanical damage shall be the responsibility of the District and repaired by the contractor.

- C. Provide a written ten (10) year Warranty from the Coating Manufacturer to the CLPCCD which shall cover the completed SPF roof system against defects in materials and/or installation labor which results in leaks. Additionally for the first five (5) years of the warranty period, defects in materials and/or installation labor which result in blisters that occur in the SPF or coating or in the bond between the SPF and coating shall be repaired by the Coating Manufacturer at no cost to the CLPCCD. The Coating Manufacturer's exclusive remedy to repair defects shall limited to providing complete labor and materials as necessary to remove all blisters and install new SPF and coating in compliance with these project specifications.
 - 1. The roof shall be inspected annually, within 30 days of the anniversary of the warranty date. A written report documenting the observations made during that inspection shall be submitted to the District and Amtech Building Sciences within 30 days of the inspection.
 - 2. Upon completion of installation of the roof system, submit executed manufacturer's Warranty to receive final retention funds held.
 - 3. Under the terms of the warranty, damage to the roof system caused by acts of God or manmade mechanical damage shall be the responsibility of the CLPCCD and repaired by the manufacturer or contractor or their approved designate.

- D. Bonds required for this project shall be set forth in the CLPCCD General Conditions.

- E. Provide completed and fully executed and notarized copies of the following:
 - 1. **MANUFACTURER'S PROJECT ACKNOWLEDGMENT NOTICE** - At start of project
 - 2. **ROOFING MANUFACTURER ADVANCE ACKNOWLEDGMENT OF WARRANTY ADDENDUM** - At start of project

3. **ROOFING APPLICATOR GUARANTY FOR ROOFING** - At start of project
4. **CONTRACTOR'S FINAL STATEMENT OF COMPLIANCE**
5. **MANUFACTURER'S ADVANCE ACKNOWLEDGMENT EMERGENCY REPAIR AGREEMENT** - At start of project

F. Related work:

1. Documents affecting work of this Section are not necessarily limited General Conditions, Supplementary Conditions, and Sections in Division 01 of these Specifications.

PART 2 - PRODUCTS

A. Warranty Plaques

1. Upon final acceptance of this work, the contractor shall provide and install one laser engraved, 8"x 10" anodized BLACK aluminum plaque for each roof location with the following text:

THIS ROOF IS UNDER WARRANTY UNTIL

Month xx, 20XX

Warranty No. Xxxxx xxxx

by (manufacturer name & phone 800#)

City, State, Telephone Number

**DO NOT MAKE
REPAIRS OR ALTERATIONS
TO THIS ROOF**

WITHOUT APPROVAL FROM THE
(Name of Manufacturer)

Roof installed by (name & phone # of contractor)

Amtech Building Sciences, Inc., (972) 690-6044

2. Final text size and copy shall be approved by the District.
3. Mounting location of the plaque/s shall be at the direction of the District.

PART 3 - EXECUTION

NOT USED

END OF SECTION

See attached forms - 9 pages

MANUFACTURER’S PROJECT ACKNOWLEDGMENT NOTICE

Whereas _____ herein called the "Manufacturer" hereby gives notice to:

CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT

For the Project: ***SPF ROOFING PROJECT, BLDGS. 1700/2200, LAS POSITAS COLLEGE***

The Manufacturer hereby gives notice that the Manufacturer has visited the Project, reviewed the existing conditions, reviewed the Project's contract specifications, and that the construction documents incorporating the Manufacturer's _____ roofing system(s) or product(s) can be installed in accordance with the contract documents and gives notice of their intent to issue a roof warranty, per the attached pages, to the Owner for the Project.

The Manufacturer hereby gives notice, per the attached pages, of a detailed list of the Manufacturer's roofing system(s) components and products that are included in the roof warranty, and a list of secondary products that are acceptable to the Manufacturer for incorporation into the roof warranty.

The Manufacturer hereby gives notice to provide the manufacturer’s field inspection and services per the Contract Documents.

The Manufacturer hereby gives notice of _____ as a qualified installer of the Manufacturer's roofing system listed (shown) above and eligible to provide the roof guarantee, per the attached pages.

By signing below, the Authorized Representative of said Manufacturer certifies and represents that he is a full-time employee of the Manufacturer with the authority to make the above representations to the Owner.

By: _____
Signature of Authorized Representative / Date

Printed Name of Authorized Representative

Sworn to and subscribed before me this ____ day of _____, 2____.

(Signature of Notary Public)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ___ OR Produced Identification ___ Type of Identification Produced _____

ROOFING MANUFACTURER WARRANTY ADDENDUM

ROOFING MANUFACTURER ADVANCE ACKNOWLEDGMENT OF WARRANTY ADDENDUM

Whereas (Roofing Manufacturer) _____

(Address) _____

hereby guarantees to the Owner that, subject to the terms and conditions set forth, in the Warranty No. _____ to be issued upon satisfactory completion of this project and with all Contractor's invoices paid, will make repairs and/or replacements to the below listed as necessary to correct leaks and defects while this Warranty is in effect.

- A. The spray polyurethane foam (SPF), coating, and related materials
- B. Acknowledge the Owner's right to make emergency repairs without violating the warranty, provided that the Manufacturer is notified of any leak or defect within 10 days of discovery of said leak or defect.
- C. Acknowledge that written reports by the Owner or Contractor and resulting maintenance are sufficient to fulfill the periodic inspection requirements of the warranty, if required.

By: _____

Date: _____

Submit executed copy with Submittal Package prior to start of work

MANUFACTURER'S ADVANCE ACKNOWLEDGMENT OF EMERGENCY REPAIR AGREEMENT

Whereas _____, herein called the "Manufacturer" hereby gives notice to **CHABOT LAS POSITAS COMMUNITY COLLEGE DIST.**, herein called the "Owner",

For the Project: **SPF ROOFING PROJECT, BLDGS. 1700/2200, LAS POSITAS COLLEGE**

The Manufacturer hereby agrees, subject only to the terms, conditions, and limitations herein set forth, that during the project's roof's warranty period, that the Owner may, at his own cost, and expense, make or cause to be made such emergency repairs as necessary to maintain said project in a watertight condition during the warranty period.

This acknowledgment is made subject to the following terms and conditions:

- A. Repairs are defined to include small cuts and tears caused by others, and repairs not covered under this warranty.
- B. Repairs are defined as not to include the flashing of new roof top equipment penetrations, curbs.
- C. The Owner shall notify the manufacturer of the repair by written explanation, drawings, and photographs as necessary, within 48 hours of the repair.
- D. The Manufacturer shall have the right to inspect the repair for acceptance or rejection. If the repair is rejected, the Manufacturer may require repair by others, and charge for the re-inspection of the completed repair.
- E. The Owner shall purchase, and maintain roofing materials, and equipment for making repairs acceptable to the Manufacturer.
- F. This acknowledgment shall not replace or supersede any common law warranties or guarantees, either implied at law, or any combination thereof, but shall operate in addition to all common law, and contractual guarantees and warranties available. This acknowledgment shall not operate to restrict or cut off the Owner for any and all other remedies, and resources lawfully available to him in cases of roofing failures; specifically, this acknowledgment shall not operate to relieve the Manufacturer of responsibility for performance of the warranty.

Submit executed copy with Submittal Package prior to start of work

MANUFACTURER'S EMERGENCY REPAIR AGREEMENT

By signing below, the Authorized Representative for the Manufacturer certifies, and represents that he has the authority to make the above representations to the Owner.

IN WITNESS WHEREOF, this instrument has been duly executed on this ____ day of

_____, 2011

MANUFACTURER

(SEAL)

(Authorized Representative)

Sworn to and subscribed before me this ____ day of _____, 2011.

(Signature of Notary Public)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ___ OR Produced Identification ___

Type of Identification Produced _____

By signing below, the Authorized Representative for the Manufacturer certifies, and represents that he has the authority to make the above representations to the Manufacturer.

OWNER

Witness

(Authorized Representative)

Submit executed copy with Submittal Package prior to start of work

ROOFING APPLICATOR GUARANTY FOR ROOFING

WHEREAS

(Roofing Contractor)

(Address)

herein called the "Roofing Contractor" hereby gives notice to:

CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT

of having performed the roofing, flashing and sheet metal and related work on the following Project:

SPF ROOFING PROJECT, BLDGS. 1700/2200, LAS POSITAS COLLEGE

WHEREAS, the Roofing Contractor has contracted directly with the Owner, for the benefit of the Owner to guaranty said work against leaks and faulty or defective materials and workmanship for the designated guaranty period.

Date of Final Acceptance: _____

Designated Guaranty Period: Two (2) Years

Date of Guaranty Expiration: _____

NOW THEREFORE, the Roofing Contractor hereby guarantees, subject only to the terms, conditions, and limitations herein set forth, that during guaranty period he will at his own cost and expense, make or cause to be made such repairs to or replacements of such work or materials as are necessary to correct faulty and defective work, as are necessary to maintain said Work in a water tight condition during the guaranty period.

This guaranty is made subject to the following terms and conditions:

1. Specifically excluded from this guaranty are damages to the work and other parts of the building and to the building contents caused by:
 - a. Lightning
 - b. Fires
 - c. Earthquakes
 - d. Acts of vandalism or civil disobedience
 - e. Failure of the roofing system substrate, including deflection in excessive of normal deterioration, and decomposition.
2. When work has been damaged by any of the foregoing causes, the guaranty shall be null and void until such damage has been repaired by the Roofing Contractor and until cost expense thereof has been paid by the Owner or by another responsible party so designated.
3. The Roofing Contractor is responsible for any and all damage, deterioration, or failure for any reason of the work covered by this guaranty, except those items specifically excluded above.
4. The Owner shall promptly notify The Roofing Contractor of observed, known or suspected leaks, defects, or deterioration. The Roofing Contractor shall guaranty to respond to all notifications within forty-eight (48) hours and to make all such repairs as deemed necessary to correct said leaks or defects to the satisfaction of the Owner, such satisfaction will not be unreasonably withheld. Repairs shall be made by workmen in the current employment of the

Roofing Contractor and subcontracting of the repair work is not permitted except repairs made pursuant to the Surety Bond attached hereto upon execution or upon express approval of the Owner.

- a. Acknowledge the Owner's right to make emergency repairs without violating the Guarantee, if the Roofing Contractor does not respond within 48 hours of written notification by the Owner of a defect or leak.
5. This guaranty shall not replace or supersede any common law warranties or guarantees, either implied at law, or part of any construction or purchase contract between the Roofing Contractor and Owner, or any combination thereof, but shall operate in addition to all common law and contractual guarantees and warranties available. This agreement shall not operate to restrict or cut off the Owner from any and all other remedies and recourses lawfully available to him in cases of roofing failures. Specifically, this guaranty shall not operate to relieve Roofing Contractor of responsibility for performance of the original work in accordance with the requirement of contract directly with the Owner.
 6. The Roofing Contractor shall provide a surety bond in the full amount of the Contract through an insurance entity acceptable to the Owner for the duration of the guaranty period. A certified copy of the surety bond shall be attached hereto.

By signing the below, the Authorized Representative of said entity certifies and represents that he is an officer of the entity with the authority to contract and make the above representations to the Owner.

IN WITNESS HEREOF, this instrument has been duly executed on this ____ day of _____, 2011.

ROOFING CONTRACTOR

(SEAL)

(Authorized Representative)

Sworn to and subscribed before me this ____ day of _____, 2011.

(Signature of Notary Public)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

SURETY

(SEAL)

(Authorized Representative)

Sworn to and subscribed before me this ____ day of _____, 2011.

(Signature of Notary Public)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

ROOFING APPLICATOR GUARANTY FOR ROOFING

CONTRACTOR'S FINAL STATEMENT OF COMPLIANCE

Whereas (Roofing Contractor) _____

(Address) _____

herein called the "Roofing Contractor" hereby gives notice to the Owner:

**CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT
5020 Franklin Drive, Pleasanton CA 94588**

For the Project: ***SPF ROOFING PROJECT, BLDGS. 1700/2200, LAS POSITAS COLLEGE***

The Roofing Contractor certifies to the Owner that the roofing, flashing, sheet metal, and related work is complete, and to the Roofing Contractor's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The Roofing Contractor certifies to the Owner that no asbestos containing materials were supplied and/or incorporated in the construction of the Project.

By signing below, the Roofing Superintendent for the Roofing Contractor certifies the above statement.

Signature of Roofing Superintendent

Printed/ Typed Name

By signing below, the Project Manager for the Roofing Contractor certifies and responds that the Roofing Superintendent is a full time employee of the Contractor with the authority to make the above representations.

Signature of Project Manager

Printed/ Typed Name

CONTRACTOR'S FINAL STATEMENT OF COMPLIANCE

**SECTION 01810
CLEANING AND CLEAN UP**

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included:
 - 1. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations. No burning or burying of trash allowed.
 - 2. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, clean all sight exposed surfaces within Contract limits.
 - 3. Store volatile waste in covered metal containers, and remove from premises daily.
- B. Related work:
 - 1. Documents affecting work of this Section including, but are not necessarily limited to General Conditions, Supplementary Conditions, and Sections in Division 01 of these Specifications.
- C. Clean up:
 - 1. Note that Consultant may, at any time during construction, order a General clean up of site within Contract limits as part of work under this section.
 - 2. Note that location of dump for trash and debris and length of haul is the concern of this section and the responsibility of the Contractor.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

PART 3 - EXECUTION

3.01 FINAL CLEANING OF BUILDING

- A. Thoroughly clean all portions of building dirtied during construction, utilizing professional building cleaners, prior to final inspection by Consultant and after construction work is essentially complete. Remove defacements of every sort, including those of vandals.

3.02 FINAL SITE CLEANUP

- A. Clean entire site areas of construction thoroughly, prior to final inspection, and put it into neat, acceptable conditions. Remove from entire site within Contract limits, construction waste and unused materials, dunnage, and debris of any description resulting from work. Hose down and scrub, where necessary, concrete and asphalt pavement and walks dirtied as a result of work under this contract.

END OF SECTION

**SECTION 07540
SPRAY POLYURETHANE FOAM ROOFING**

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Attached GENERAL NOTES, INSTRUCTIONS TO BIDDERS AND BID FORM, are components of this section.
- B. The following SECTIONS: 01340; 01400; 01600; 01740; 01810

1.02 SCOPE OF WORK

- A. Clean all debris from the roof.
- B. Cut and fasten all blistered membrane to the deck.
- C. After proper preparation, apply sprayed-in-place SPF and specified minimum 25 MILS DFT of acrylic weather coating, over existing roof assemblies, as described herein.
- D. Fluid applied insulation shall be a complete system of compatible materials supplied by approved manufacturer to create a seamless waterproof membrane.
- E. Complete the work outlined above in a professional manner acceptable to the Owner.
- F. Provide a written Ten (10) Year No Leak System Warranty (terms shown below) from the Coating Manufacturer.
- G. To protect the health and safety of the public and staff of the District, and in accordance with the California Code of Regulations, Title 8, §16200, all SPF spray applications shall occur on weekends or after 10 PM when school is in session, including evenings and weekends. Proposed work schedule shall be submitted to the District for approval prior to start of work.
 - 1. Use of electric or gas powered air blowers are prohibited between the hours of 8 AM and 10 PM, Monday through Friday or when the facility is in use.

1.03 QUALITY CONTROL

- A. Final Inspection:
 - 1. Will be scheduled by Material Manufacturers and consultant upon completion.

2. Prior to, during installation and at completion of the installation, an inspection shall be made by a representative of the manufacturer in order to ascertain that the roofing system has been installed according to their published specifications, standards and details.
 3. This final inspection shall be conducted for the sole purpose of determining whether the protective coating is free from pinholes and bubbles, and if the proper dry mil thickness has been achieved by the contractor. If any deficiencies exist, correct as directed by the protective coating manufacturer and Consultant. An additional inspection shall be required.
 4. Attendance: CLPCCD's Representative, CLPCCD Consultant, Contractor, SPF material manufacturer and protective coating manufacturer representative.
 5. Minimum Agenda:
 - a. Walk-over roof inspection.
 - b. Identification of problems that may impede issuance of manufacturer's warranty.
 - c. Discussion of steps to be taken to correct all deficiencies necessary to comply with this specification.
 - d. Walk-over grounds inspection.
- B. Container Labels: Include the following on label of each container: Manufacturer's name, product name, type and class of material, density of foam, Underwriters Laboratories, Inc. classification issue number, batch or lot number, mixing instructions, and precautions. Containers without the U.L. listing mark or classification marking or products not subject to the U.L. follow-up service will be rejected at the job site.
1. Initial Roof Inspection: The application contractor, the Consultant, and the coating manufacturer's representative shall inspect the entire roof area prior to application of any material. This initial inspection shall be made to verify that all surfaces have been prepared properly as specified.
- C. All work shall be in accordance with Documents No. AY102 and AY104 published by the Spray Polyurethane Foam Alliance (SPFA). Where conflict exists between SPFA recommendations and CLPCCD specifications the more stringent requirements shall apply.
- D. Air bubbles within dried film (coating) surface shall be considered unacceptable and cause for rejection. Additional coating shall be applied over the coating containing bubbles to achieve the specified dry film thickness (DFT).

1.04 REFERENCES

- A. ASTM - Latest Editions

- C-273 Test for Shear Properties in Flatwise Plane of Flat Sandwich Construction or Sandwich Cores
- C-501 Test for Relative Resistance to Wear of Unglazed Ceramic Tile by the Taber Abrader
- C-518 Test for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
- D-412 Test for Rubber Properties in Tension
- D-471 Test for Rubber Property - Effect of Liquids
- D-624 Test for Rubber Property - Tear Resistance
- D-822 Standard Practice for Operating Light and Water Exposure Apparatus (Carbon-Arc Type) for Testing Paint and Related Coatings and Materials
- D-903 Test for Peel or Stripping Strength of Adhesive Bonds
- D-1353 Test for Nonvolatile Matter in Volatile Solvents for Use in Paint, Varnish, Lacquer, and Related Products
- D-1621 Test for Compressive Properties of Rigid Cellular Plastics
- D-1622 Test for Apparent Density of Rigid Cellular Plastics
- D-1623 Test for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics
- D-2126 Test for Response of Rigid Cellular Plastics to Thermal and Humid Aging
- D-2240 Test for Rubber Property - Durometer Hardness
- D-2842 Test for Water Absorption of Rigid Cellular Plastics
- D-6083 Test for Combined Properties of Acrylic Coating over SPF
- E-84 Test for Surface Burning Characteristics of Building Materials
- E-96 Test for Water Vapor Transmission of Materials
- E-108 Test for Fire Tests of Roof Coverings

B. CLPCCD Chabot Las Positas Community College District, Pleasanton, CA

C. Factory Mutual Global (FMG), Norwalk, MA: Hail Test

D. SPFA Spray Polyurethane Foam Alliance – Publications AY104, AY104 Latest Editions.

GS-1-4/89 Spray Polyurethane Foam Systems for New and Remedial Roofing

PC1-1/88 A Guide for Selection of Protective Coatings, Over Sprayed Polyurethane Foam Systems

AP1-1/89 Accreditation Program Handbook and Enrollment Guide

E. National Roofing Contractors Association: NRCA Manual of Roofing and Waterproofing, Latest Edition

1.05 SUBMITTALS

A. See SECTION 01340 and 01600

- B. In order to allow every potential bidder equal opportunity to bid the same or similar system, specific requirements are provided under the PRODUCT section below which mandate that all substitutions be submitted for analysis and possible acceptance prior to Bid Date. When bidding materials as specified, indicate "materials as specified" on the Bid Form

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver only approved materials to the job site. Deliver materials in original sealed containers with seals unbroken and labels legible and intact. Each container of SPF, and each container of fluid applied waterproofing shall have a U.L. Listing mark or Classification Marking affixed to the side. Manufacturer's product shall be periodically inspected in accordance with U.L.'s Follow-Up Service Requirements.
- B. Materials shall be delivered in sufficient quantities so as not to cause delays in the work.
- C. Contractor for work under this section shall be responsible for storage and protection of all materials required. Store materials in a place which has been specifically assigned for that purpose. Do not store materials on the roof. Materials shall be protected from the weather and out of the direct rays of the sun. Materials shall be stored in a manner so as not to exceed the manufacturer's temperature limitations. In all cases, the storage and handling of materials shall conform to the requirements of the manufacturer and the applicable safety regulatory agencies.
- D. MSDS Posting: Where barrels of material are stored, clearly post all applicable MSDS data for all materials stored. MSDS shall be posted on a self-supported panel not less than 4'x4', painted white with letters 10" tall 1" wide, in black which read "MSDS." MSDS data sheets shall be protected from the moisture and wind, and be readily available and removable for inspection and review. Place panel directly in front of barrel storage.
- E. Material containers shall not be removed from the job site until final completion and/or until so authorized by the consultant. All waste materials and debris shall be cleaned up daily, and disposed of at an approved landfill.
- F. Any damaged materials or materials not conforming to the specified requirements shall be rejected by the consultant. Rejected materials shall be immediately removed from the job site and be replaced at no additional cost to the CLPCCD.

1.07 SITE CONDITIONS

- A. Environmental Conditions:

1. Do not proceed with application of urethane foam materials when ambient temperature is less than 60°F (15.6°C) or when temperature is <5°F of dew point, or wind velocity is above 15 mph. NOTE: Special foams are available for temperatures below 60°F (15.6°C) and wind screens must be used when wind velocity is >15 mph..
2. Do not proceed with application of coating materials when surface temperature is less than 40°F (4.4°C) or if precipitation is imminent.
3. Do not apply material unless surface to receive urethane foam and/or coatings clean and dry.
4. This information shall be recorded at the time intervals listed on the Daily Quality Control Report form approved by the consultant. This information shall be recorded a minimum of two (2) times a day. Upon completion of the work, contractor shall submit three (3) copies of the completed forms to the consultant for record purposes.

B. Protection:

1. Warn personnel against breathing of vapors and contact of materials with skin or eyes.
 - a. In confined areas, workmen shall wear approved fresh air supplied masks during foam and coating operations.
 - b. Wear protective coating.
2. Keep products away from heat, sparks, and flames. Do not allow use of spark producing equipment during application and until vapors are gone. Post "No Smoking" signs.
3. Protect plants, vegetation, other building components (windows, trim etc.) which may be affected by foam or coating. Use drop cloths, plastic or masking as necessary. Vegetation damaged from covering shall be replaced at the expense of the contractor.
4. Coordinate with CLPCCD all advisories to staff, students, or tenants regarding the closing of vents, doors, windows and miscellaneous vehicle parking areas.

1.08 SUBSTITUTIONS

- A. See SECTION 01600

1.09 BID ITEMS

- A. Provide prices for all work as requested on the Bid Form.

1.10 WARRANTY AND MAINTENANCE AGREEMENT

A. See SECTION 01740 WARRANTIES

1.11 SAFETY:

A. All regulations pertaining to safety as noted in Cal OSHA Standard shall be strictly adhered to by the contractor and his subcontractors. Particular care shall be exercised in connection with operation of vehicles and other equipment on the job site. Safety barriers and equipment shall be provided by the contractor as required by the Owner and Cal OSHA.

END OF PART ONE

PART 2 – PRODUCTS

2.01 GENERAL

- A. Comply with Quality Control, References, Specifications, and Manufacturer's data. Where conflict may exist, more stringent requirements govern.
- B. Use of manufacturer's brand and/or trade names is done only to establish a standard by which others will be compared, and not done to restrict or limit competition. See SECTION 01600 for SUBSTITUTIONS.
- C. CLPCCD shall be the final authority as to acceptance of any changes in materials.
- D. All materials used shall be accepted and approved by roof membrane manufacturer.

2.02 APPROVED MANUFACTURERS

- A. Sprayed Polyurethane Foam
 - 1. BASF
 - 2. Bayer Material Science
- B. Elastomeric Coatings
 - 1. Bayer Material Science
 - 2. BASF
 - 3. United Coatings
 - 4. Pro-Tech Products

2.03 MATERIAL PERFORMANCE CRITERIA

- A. SPF insulation shall be an HFC-blown, Zero Ozone-Depleting two-component, rigid-class, sprayed-in-place, polyurethane foam (SPF) having a minimum core density of 2.7 lbs. per cubic foot, and shall provide a minimum of 45 psi compressive strength (ASTM D-1621) when sprayed at sea level. The foam system shall be a 1:1 ratio polyurethane spray foam system formulated for roofing application where smooth surface profiles are desired. Submittals for approved equal status must be accompanied by data sheets that compare performance criteria to the characteristics below.

Polyurethane Foam shall conform to the following minimum physical properties when sprayed-in-place at sea level:

Physical Property	Foam Insulation	ASTM Test Method
Density (core)	2.7 pcf	D1622
Compressive Strength parallel to rise	45 psi	D1621
Tensile Strength	80 psi	D2856
Water vapor transmission	3.0 Perm Inch	D1623
Shear Strength	40 - 60 psi	C 273
Closed Cell Content	>90%	D 1622
Insulation Values - R Value (aged)	6.4 per inch	C 518
Dimensional Stability	Percent Volume Change	
Age 7 days at 158°F - 100% RH	<1%	D 2126
Age 7 days at 200°F - 100% RH	<1%	D 2126
Age 7 days at -20° F - 100% RH	<1%	D 2126

All foam materials shall be stored according to the manufacturer's written shelf life data requirements.

B. Polyurethane Foam Coating System:

1. WHITE - Colored coating may be used below the white top surface coat. Performance Requirements for Elastomeric Coating: The minimum performance requirements for the 100% acrylic elastomeric coating to be used for this project are:

Property	ASTM Method	Results
Tensile Strength, psi	D2370	250 psi @ 73°F 900 psi @ 0°F
% Elongation	D2370 D2370 after 1000 hrs WOM after 1000 hrs WOM	220% ±10 @ 73°F 120% ±10 @ 0°F 140% ±10 @ 73°F 120% ±10 @ 0°F
Weight per Gallon		11.6
Fire Rating	UL 790 - Class A	Combustible Deck - Class B
Solids by Volume %	D6083	51% (±1)
Solids by Weight %	D6083	65% (±1)

C. The SPF coating system shall also have the following characteristics

1. Good resistance to ponding water.
2. Contain no plasticizers.
3. Contain no migrating fire retardants.
4. "Class A" fire rating on a noncombustible deck when tested according to the procedures outlined in ASTM E-108.

D. Sealant: For use around roof penetrations or to fill in rough or irregular foam surfaces: Sika 1A; Sonneborn NP1; or equal one-part polyurethane elastomeric sealant meeting Federal Specification TT-S-00230C, Type II, Class A. Color of sealant shall be manufacturer's standard white. Shall be approved by coating manufacturer.

E. Miscellaneous Materials: Miscellaneous materials such as adhesives, elastomeric expansion joint membranes, and similar materials shall be a composite part of the roof system and shall be those recommended and/or supplied by the manufacturer.

F. Slip Sheet material - Rigid water resistant, fiberglass faced gypsum board: 1/4" Dens Deck Prime by Georgia Pacific

G. Conduit and Pipe support stands: C Strut by C-Port (or approved equal)

H. Miscellaneous Item

1. BayBlock Premium Caulk (or approved equal)
2. Pro-Tech Super Putty (or approved equal)
3. BayBlock 701 Polyester Fabric (or approved equal)

END OF PART TWO

PART 3 – EXECUTION

3.01 INSPECTION

- A. Do not install new roofing until all unsatisfactory conditions are corrected. Beginning work constitutes acceptance of all conditions.
- B. Grease, oil or other obvious contaminants must be removed as required by the foam manufacturer.
- C. Supporting members of roof-mounted equipment, such as air conditioners, evaporative coolers, fans, ducts pipes, etc. shall be examined to assure that they can be properly flashed with SPF.
- D. Manufacturer's representative, consultant, contractor and applicator shall meet at the job site for a Pre-Roofing Conference prior to commencement of work.
- E. Metal surfaces to be foamed shall be free of rust, loose scale, dust, dirt, grease, oil or other contaminants and then primed with a compatible metal primer recommended by the SPF manufacturer.
- F. Water Test of Drains - All roof drains shall be water tested with a hose (valve fully opened) for 1 minute in each drain prior to start of work. Notify CLPCCD Maintenance staff when plugged drains are located.
- G. Upon completion of the roof covering, coating manufacturer's representative, consultant, and applicator shall make a final inspection to verify the SPF insulation/fluid applied waterproofing system meets manufacturer's requirements for warranty. Contractor shall notify all parties 48 hours in advance of such inspections.

3.02 QUALITY CONTROL

- A. The acceptability of the completed roofing work will be based on its conformance to the contract requirements, which determination will be made only after evaluation of the roofing samples. An inadequate or ineffective quality control

program is unacceptable and shall be immediately corrected upon notification by the CLPCCD designated representative.

- B. Quality Controller. The contractor shall hire or appoint a representative as Roofing Quality Controller to perform the quality control program for roofing application. The representative shall be a recognized roofing superintendent having a minimum of 5 years experience in the supervision and inspection of SPF roofing construction. The duty of the representative shall be to act as full-time on-site Quality Controller. The quality controller shall verify the adequacy of all components of the roofing system, including sheet metal and wood products specified in other sections.
- C. Roofing Preparatory Inspection. Before the start of any roofing work, and at a time and place designated by CLPCCD, the CLPCCD representative and the roofing Contractor shall attend a preparatory inspection relative to the roofing construction. The Quality Controller, the roofing foreman or superintendent, and an employee from the manufacturer of the weather barrier coating company issuing the warranty for the project shall also attend the conference. The preparatory inspection shall include a visit to and inspection of the work site, after which the representative from the coating manufacturer shall commit, in writing, to the warranty provisions as outlined in the specifications.
- D. Contractor/Applicator Qualifications. The application of the roofing system shall be performed by a Contractor who has entered into license agreement with the manufacturer of the acrylic weather barrier coatings system to be installed on this project and who will be signatory to the warranty agreements required on this project. Roofing contractor shall have been engaged in the application of polyurethane roof systems under the same company name for a period of not less than five years, and will produce, as part of the Bid Documents, a list of jobs of comparable size and scope to the job herein specified. SPF shall be applied by the same Contractor who applies the elastomeric weather coating materials.
 - 1. Contractor shall provide a spray foam mechanic to apply all foam and coatings materials who meets the standards set forth above. Spray foam applicator shall be approved by spray foam materials manufacturer.
- E. Wheeled or other traffic over the partially or fully complete roof system shall not be permitted without the use of adequate protection, as determined by the manufacturer issuing the warranty for the polyurethane roofing system.
 - 1. Roof deck surfaces shall be inspected and approved by the Quality Controller prior to initiating roof work. The roof deck and surfaces to receive primer and/or SPF materials shall be smooth and firm, and shall be free from ice, frost, surface moisture, dirt, projections, asphaltic, and other foreign materials.
 - 2. All required sheet metal accessories such as foam stops, scupper boxes, pitch pans, antennae anchors, drain basins, pipe flashing, etc., must be in

place prior to the application of any primer or foam materials. All metal surfaces to which foam or primer materials are to be applied must be free of corrosion, loose particles, grease, oil, and moisture.

F. Coating Application on Walls, Sloped Roofs or Ducts

1. Coating system shall be applied in such a manner so as to prevent "curtains, runs or sags." All areas which develop these conditions shall be removed and replaced in a manner acceptable to CLPCCD.

G. Mock Up Required: To establish a quality control standard, the contractor shall apply a 200 sq. ft. sample area while in the presence of the Consultant, before starting full application of the roof. Over this area, a representative sample shall be applied of the entire specified coating system. Gallonage shall be calculated to demonstrate the application of individual coats and the total system thickness based upon the actual dry mil coverage of 8.5 mils per gallon. "Quality Control" slits shall be taken to verify surface texture of the SPF and thickness of completed system. These slits samples shall be used to set the standard and to compare against the balance of the roof area at that site. 3" cores shall be taken for testing of the SPF to assure that it complies with the specifications. All areas not equal in quality to the slits and cores, both in foam composition and coating thickness, shall be repaired, replaced, or in some manner (acceptable to CLPCCD) corrected, to become equal to the mock up area samples at no additional cost to CLPCCD.

3.03 PREPARATION

A. DEMOLITION AND DISPOSAL:

1. All debris shall be removed from the job site each day. Upon completion of the project, the contractor shall remove all rubbish, accumulated materials, empty containers and scrap from the premises leaving the job site in a clean, acceptable condition. Any adjacent areas which are damaged by the contractor due to demolition or removal shall be repaired to the satisfaction of the CLPCCD authorized representative, or replaced. All scrap, debris, and empty containers shall be disposed of off-site, unless otherwise approved by CLPCCD.

B. SURFACE PREPARATION

1. Vacuum and sweep the surface to remove all loose gravel and debris. Slice all bridging membrane to allow it to lay flat on the substrate, and cement down to concrete deck.

C. All surfaces must be primed with appropriate primer as recommended by foam manufacturer prior to foam application.

- D. Temporary masking shall be installed to protect surfaces (such as vent stack covers, conduit, gutters, and drains) from SPF and coating.

3.04 SPRAY POLYURETHANE FOAM APPLICATION

- A. Techniques used to apply urethane foam to roof shall be as recommended by the manufacturer of the spray urethane foam, including equipment type.
- B. Spray foam operations shall be performed only during periods of calm, open weather. All surfaces to receive spray foam shall be dry and free of dew, moisture, or frost. Primers shall be dry and free of solvent before foaming. Spraying operations shall not be conducted when wind velocity exceeds 15 MPH or if precipitation threatens. Spraying operations shall cease if substrate temperatures come within 5°F of dew point.
- C. All off-ratio spray foam to be removed and refoamed immediately during foaming operations.
- D. Surface texture of the applied spray foam shall be free of excessive ridges, bumps, pinholes, etc. Acceptable foam profile shall be “smooth” or “orange peel” foam texture as defined by the SPFA Document AY104. All other surfaces shall be removed by means of grinding smooth or the foam shall be cut out and removed, and the area refoamed, at the option of the District.
- E. Remove all foam over spray from electrical conduits and gas piping to allow proper coating of same. Foam shall terminate a minimum of 6" above the field of the roof and roof penetrations where possible. Foam at all roof penetrations, perimeters, and deck/parapet junctures shall be applied and dressed to prevent water damming or ponding and provide a smooth transition from vertical to horizontal.
 - 1. All reglet and wall flashing shall be considered as part of the roof with regard to foam and coating thickness and texture requirements.
 - 2. Any “folds” or other irregularities at these locations shall be removed by sawing, planing and filing. Undercuts to be caulked flush with urethane caulking and allowed to cure.
 - 3. Any membrane flashing required at gutters or expansion joints shall be 60 mil TPO sheet with foam applied over attachment fasteners prior to coating application.
 - 4. Verge of Popcorn foam texture may be rejected at the discretion of CLPCCD. If rejected, the area shall be cut out and refoamed.
 - 5. All overhanging roof perimeters shall be planed and filed to prevent damming or ponding at roof edges. In no instance shall foam be allowed to “curl” over roof edge or be visible from below. Foam shall be applied to taper to 1" between 12" to 4" of the roof edge. Masking shall be in place to protect the outside 4" of roof edge from SPF allowing only coating to reach the edge of the roof.

6. All wall flashing shall be considered as part of the field of the roof with regard to foam and coating thickness and texture requirements.

F. FINISHED FOAM THICKNESS

1. SPF shall be applied in such a manner to provide a minimum of 1.0" thickness over all smooth surfaces and a minimum of 2" thickness over all gravel surfaces. Foam passes shall be at least ½" in thickness but not more than 1½" in thickness.
2. All SPF in any area shall be applied to full finished thickness the same day. "Drying in" of the structure will not be permitted unless this requirement can be met. Foam shall be terminated neatly a minimum of 3-inches above the high water line at all penetrations (except drains, parapet walls, or building junctions).
3. All existing and new curb caps and other sheet metal detailing that is related to equipment service shall remain exposed. Under no circumstances may conduits, gas piping, or other roof accessories that may require service by CLPCCD or other trades be covered by spray foam.
4. Foamed-in-place cants shall be smooth and uniform to allow positive drainage.

G. FOAM SURFACE CONDITION

1. The SPF surface shall be allowed to cure sufficiently according to the manufacturer's recommendation and in accordance with the ambient temperature conditions. If, due to weather conditions, more than 48 hours elapse between foam and coating application, the foam shall be inspected for degradation or contamination.

H. SLIP SHEETS

1. Under mechanical equipment, ducts or conduit where it is not possible to properly directly spray SPF, use ¼" Dens Deck Prime as a base for slip sheets. Apply 2" of SPF over Dens Deck and fasten at perimeters with 4" roof insulation screws and 3" plates to roof deck at 8" O.C. Prevent any ponding/damming water around installed slip sheet.

I. DRAINAGE

1. Finished SPF surface shall have sufficient slope to prevent excessive ponding water. Excessive ponding is defined as "as areas of 50 square feet or more in area which holds in excess of ½" deep of water as measured 24 hours after a rainfall in >60°F temperatures."
2. Small areas of standing water (bird baths) are acceptable. If the substrate does not have sufficient slope, then excessive ponding of water must be

eliminated, either by building in slope by the application of additional spray foam or by the installation of pre-formed crickets.

3. All SPF installed for drainage correction ("crickets" or slope) shall be installed directly upon the Dens Deck or roof surface, and beneath the final foam membrane "lift."
4. Drainage correction by means of tapering the top "lift" of foam first, except for minor detailing, will not be permitted.

3.05 EQUIPMENT PENETRATIONS / VENTS

- A. Take care to prevent roofing materials or debris from entering the building below. Exposed curbing shall then be cleaned, primed, and made ready to accept spray foam materials. Once primer has dried, spray foam shall be applied to restore water tightness prior to end of daily roofing operations or immediately if precipitation is imminent.
- B. All roof top HVAC units shall be pressure washed, primed and painted with 12 mils white roof coating. Protect all vents, coils, drains and inlets from coating.
- C. Conduit and Gas Lines - All pipe/conduit larger than 1½" diameter, or all runs of pipe/conduit with more than 4 pipe/conduit of any size shall be supported on C-Port pipe supports spaced at distances as prescribed by the building code. C-Port stands or wood blocks shall be only set on the surface of cured roof coating and shall not be adhered or sealed in place.

3.06 APPLICATION OF PROTECTIVE COATING OVER SPF

- A. General Requirements: Protective coating system shall be spray-applied over all SPF surfaces in accordance with the manufacturer's printed instruction.
 1. The composite system shall include waterproofing of all "on roof" expansion joints, flashing, penetrations, elastomeric roofing membrane, foam insulation, and all materials and techniques required to properly adapt the roofing system to the particular substrate involved.
 2. SPF and adjacent surfaces to be coated shall be completely free of any degraded foam, foam over spray, grease, oil, dirt or other contaminants which will interfere with proper coating adhesion.
 3. Any physical damage to the SPF shall be repaired before coating application commences. All oxidized SPF shall be repaired or replaced.
 - a. First Coat: The same day the foam is applied, the base coat shall be applied. After the base coat has been applied, the roof shall be inspected for damage and all damage shall be repaired prior to application of the second coat.
 4. The first coat of the protective coating shall be applied on the same day that SPF is applied, but only after the foam has sufficient time to cure. Depending upon weather conditions, this is normally achieved within four

hours after application. Do not apply protective coating to the exposed leading edge of the foam at unfinished areas.

5. Protective coating shall extend up and over all SPF on vent pipes, parapets and other penetrations and terminated a minimum of 3" above the foam creating a self-terminating flashing.
6. If, due to unforeseen conditions, the SPF remains uncoated for more than 48 hours, the uncoated foam must be inspected by the coating manufacturer prior to coating. Should UV damage occur, the foam surface shall be treated as prescribed by the Coating Manufacturer.
7. Contractor shall have at all times in close proximity to the spraying operations sufficient buckets for depositing solvent when flushing catalyzed material from the gun. Exercise extreme care so as not to contaminate roof surface with solvent
8. Refer to manufacturer's printed application instructions for specific details on mixing and equipment settings.
9. Do not apply acrylic elastomeric coating below 50°F.
10. All foam that has been cut or ground down removing the skin shall have the first application of coating applied by medium nap roller to fully seal the exposed foam cells.

B. Spray Technique: Protective coating shall be all white coating.

1. Criss-cross or cross-spray technique shall be used to assure positive coverage. Aesthetics are essential to the successful completion of his project. Visible coating / granule pass lines shall not be accepted on the final surface.
2. The second coat shall be applied in a direction perpendicular to the first coat at soon as the first coat has dried sufficiently to allow applicator to walk on.
3. The topcoat shall be applied as soon as the second coat has dried sufficiently to allow applicator to walk on.
4. Finished dry film of coating shall be composed of a solid thickness of coating, without bubbles, pinholes or voids. Should bubbles, pinholes or voids be found in slit samples, the area shall be recoated to achieve finished mil thickness as specified without bubbles, pinholes or voids.

C. Apply the base coat according to the procedure as prescribed by the manufacturer to the sprayed polyurethane prepared dry foam. The composite coating systems include the following:

1. To all properly prepared and dry surfaces, spray apply base acrylic roof coating in sufficient number of applications with a minimum of two alternating colors without blistering or runs.

- a. **Total system minimum thickness,**
 - (1.) **SPF – 1”**
 - (2.) **25 dry mils before granules.**

- D. Granule application: Over the specified minimum coating thickness, apply additional roof coating in sufficient quantity to adhere specified roofing granules. Granules shall be applied at a sufficient rate to prevent a space between granules that will not exceed the size of one average granule. Adhesion of granules shall be adequate to resist abrasion by a 30" push broom. Excessive loose granules shall be removed from the roof surface.
- E. All applications of urethane or acrylic sealant shall be allowed to cure for 7 days and then covered with specified acrylic coating.

3.07 INSPECTIONS:

- A. The cured dry film thickness of the finished membrane application shall be confirmed by the removal of slit samples from the roofing system, after which they shall be examined under magnification by means of a 10x optical comparator. CLPCCD'S Consultant may direct the Contractor to extract slit or core samples from the roof at any point to determine SPF system compliance.
- B. If finished installation is found to be specifically deficient, CONTRACTOR shall bring installation into compliance before notice of substantial completion is issued to CLPCCD. Release of job retainage funds shall be contingent on receipt by CLPCCD of duly executed MANUFACTURER'S warranty documents.
- C. During the term of the Contractor warranty, CONTRACTOR shall inspect finished installation annually, making note of any repairs required and informing CLPCCD of the same. CONTRACTOR shall maintain inspection records on file for the term of the warranty.

3.08 CLEAN-UP AND CORRECTION OF DEFICIENCIES

- A. All over spray and associated damage and clean-up to CLPCCD's, employees, public and neighbor's property shall be the entire responsibility of the Contractor.
- B. All masking and all masking adhesive shall be removed at the completion of the project. Any over-spray shall be removed from windows, and wood or metal surfaces with over-spray shall be cleaned or repainted.
- C. All deficiencies shall be repaired within 5 working days after final inspection.
 - 1. Areas of thin coating shall be cleaned of all loose granules, primed and recoated with additional top coat.

END OF SECTION