

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Bid No. 09-02
ROOF REPLACEMENT for BUILDINGS 2000 and 2100-
LAS POSITAS COLLEGE

Bids Due:
August 13, 2008 at 2:00 P.M.



Facilities Planning & Management Department
District Office
5020 Franklin Drive
Pleasanton, California 94588

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NOTICE CALLING FOR BIDS

DISTRICT	CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	Roof Replacement for Buildings 2000 and 2100 – Las Positas College
LATEST TIME/DATE FOR RFI'S SUBMITTALS	Monday, August 4, 2008 at 2:00 P.M.
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	WEDNESDAY, AUGUST 13, 2008 at 2:00 P.M.
LOCATION FOR SUBMISSION OF BID PROPOSALS	Chabot – Las Positas Community College District 5020 Franklin Drive. Pleasanton, California 94588
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	FORD GRAPHICS 2210 Magnolia Street Oakland, California 94607 Tel: 510.451.9060 Fax: 510.595.2363 Email: fgoakland@fordgraphics.com www.fordgraphics.com

NOTICE IS HEREBY GIVEN that 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 Roof Replacement for Buildings 2000 and 2100- Las Positas College.

1. **Submittal of Bid Proposals.** All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from Ford Graphics as set forth above. Only Bid Proposals submitted to the District at or prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.
2. **Bid and Contract Documents.** The Bid and Contract Documents are available at the location stated above for a non-refundable payment of the cost of reprographics and shipping per set. Payment shall be made to Ford Graphics.
3. **Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by: (a) the required Bid Security; (b) Subcontractors List; (c) Statement of Qualifications; (d) Certification of Pre-Bid Site Visit; and (e) 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.
4. **Prevailing Wage Rates.** The Contractor and all Subcontractors shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers to execute the Work. Copies of the prevailing wage rates in the locality where the Work is to be performed, entitled “PREVAILING WAGE SCALE” are maintained at the District’s Administrative Offices located at 5020 Franklin Drive, Pleasanton, California 94588, and are available to any interested party upon request. Alternatively, prevailing wage rate classifications and determinations may be viewed and obtained by

accessing the Division of Labor Standards Enforcement databases at <http://www.dir.ca.gov/dirdatabases.html>.

5. **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: C-39. Any Bidder not duly and properly licensed is subject to all penalties imposed by law. 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.
6. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in an amount not less than ten percent (10%) of the maximum amount of the Bid Proposal, inclusive of the proposed price(s) for all additive Alternate Bid Item(s). 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.
7. **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.
8. **Job-Walk.** The District will conduct a **Mandatory Job-Walk** for the Work. The Job-Walk, will be conducted beginning at 11:00 A.M. on Wednesday, July 16, 2008. Bidders are to meet at the Project Management Office located in Parking Lot P in the gray portable building, 3000 Campus Hill Drive, Livermore, California 94551-7623 for the Job-Walk. If attendance at the Job-Walk is indicated as being mandatory, the failure of a Bidder to attend the entirety of the Job-Walk will result in rejection of the Bid Proposal for non-responsiveness.
9. **Award of Contract.** The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. The Bid Proposal requires Bidders to propose prices for two (2) Line Items 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.

**CHABOT-LAS POSITAS COMMUNITY COLLEGE
DISTRICT**

Publication Dates: July 03, 2008
July 10, 2008

[END OF SECTION]

INSTRUCTIONS FOR BIDDERS

1. Preparation and Submittal of Bid Proposal. 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. Any Bidder may withdraw or modify its Bid Proposal by written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District's public opening and reading of Bid Proposals.

2. 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 a Surety as surety (the "Bid Security") in an amount not less than the percentage of the maximum amount of the Bid Proposal set forth in the Call for Bids. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bid Bond must be in the form and content included herein and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120.

3. 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, interlineation 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. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.

4. Examination of Site and Contract Documents; Certification of Pre-Bid Site Visit. 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. The form of Certification of Pre-Bid Site Visit shall be completed by each Bidder, executed by an authorized employee or officer of the Bidder and submitted concurrently with the Bidder's Bid Proposal. Failure of a Bidder to submit the completed and executed form of Pre-Bid Site Visit will result in rejection of the Bidder's Bid Proposal for non-responsiveness.

5. 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.

6. District's Right to Modify Contract Documents. Before the public opening and reading 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.

7. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. No person or entity shall submit or be interested in more than one Bid Proposal for the Work; provided, however, that a person or entity that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the Work. 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.

8. Award of Contract.

8.1 Award to Lowest Responsive Responsible Bidder. The award of the Contract, if made by the District through action of the District's Board of Trustees, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal for determination of the lowest priced Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.

8.2 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 and for determination of the lowest Bid Proposal based upon the Base Bid Proposal and the combination of Alternate Bid Items selected for inclusion in the Contract to be awarded will be by a "blind-bidder" process.

8.3 Alternate Bid Items Not Included in Award of Contract. Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the Work, to add or delete from the scope of the Work any or all of the Alternate Bid Items with the cost or credit of the same being the amount(s) set forth by in the Alternate Bid Items Proposal.

9. Subcontractors. 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.

10. Statement of Qualifications. Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder's Qualifications which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If any information provided by a Bidder in the Statement of Bidder's Qualifications is false or misleading, is incomplete so as to be false or misleading, or omits material facts rendering a response to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as being non-responsive.

11. 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.

12. Bid Security Return. The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.

13. Forfeiture of Bid Security. 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.

14. Job-Walk. The District will conduct Job-Walk(s) at the time(s) and place(s) designated in the Call for Bids. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory. If the Job-Walk is mandatory, the failure of any Bidder to have its authorized representative(s) present at the Mandatory Job-Walk or any additional Mandatory Job-Walk called by the District will render the Bid Proposal of such Bidder to be non-responsive. The District will reject the Bid Proposal of a Bidder who obtains the Bid and Contract Documents after the date of the Mandatory Job-Walk set forth in the Call for Bids.

15. 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. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

16. 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.

17. Notice of Intent to Award Contract. Following the public opening and reading of Bid Proposals, the District will issue to Bidders timely submitting a Bid Proposal, a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date, time and place of the Board of Trustees meeting to consider award of the Contract.

18. Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:

- (i) The bid protest is in writing;
- (ii) The bid protest is filed and received by the District's Vice President, Administrative Services not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and
- (iii) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice President, Administrative Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. The District's Vice President, Administrative Services, or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's Vice President, Administrative Services, or his/her designee. Action by the District's Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District's Vice President, Administrative Services, any other employee or officer of the District or the District's Board of

Trustees. The rendition of a written statement by the District's Vice President, Administrative Services (or his/her designee) and action by the District's Board of Trustees to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's award of the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

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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 _____, 20__ 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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STATEMENT OF BIDDER'S QUALIFICATIONS

1. Bidder's Organization

1.1 Form of entity of Bidder, i.e., corporation, partnership, etc. _____

1.1.1 If a corporation, state the following:

State of incorporation: _____

Date of incorporation: _____

President/Chief Executive Officer: _____

Secretary: _____

Treasurer/Chief Financial Officer: _____

1.1.2 If a partnership, state the following:

Type of partnership, i.e., general partnership, limited partnership: _____

Names of all general partners, if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate: _____

1.1.3 If a proprietorship, state the names of all proprietors: _____

1.1.4 If a joint venture, state the following

Date of organization: _____

Names of all joint venture members. For each member of the joint venture, provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each joint venture member, as applicable: _____

1.2 Number of years your organization has been in business as a contractor: _____

1.3 Number of years your organization has conducted business under its present name:

1.4 If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s):

1.5 Your organization's Federal Tax Identification Number: _____

2. Licensing

- 2.1 California Contractors License: Number: _____
 Expiration Date: _____
 Responsible Managing Employee/Officer: _____
 License Classification(s): _____
- 2.2 Has a claim or other demand ever been made against your organization's California Contractors License Bond? _____ Yes _____ No
 If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.
- 2.3 Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board? _____ Yes _____ No
 If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

3. Experience

- 3.1 Categories of work (other than management/supervision) your organization typically performs with your own forces _____

- 3.2 On a separate attachment, list all construction project completed by your organization in the past two (2) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner's name, name of the project owner's representative and the address and telephone number of the owner and the project owner's representative; and (iv) the project architect's name, address, telephone number and contact person.
- 3.3 On a separate attachment, list all construction project your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner's name, name of the project owner's representative and the address and telephone number of the project owner and the project owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

4. Performance History

- 4.1 Claims and lawsuits (if you answer yes to any of the following, you must attach details).
 - 4.1.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project? _____ Yes _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

- 4.1.2 Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project? Yes No
If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.
- 4.1.3 Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? Yes No
If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.
- 4.2 Has your organization ever refused to sign a construction contract awarded to it?
 Yes No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.
- 4.3 Has your organization ever failed to complete a construction contract? Yes No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.
- 4.4 Has your organization ever been declared in default of a construction contract?
 Yes No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.
- 4.5 Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? Yes No
If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.
- 4.6 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract?
 Yes No
If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.
- 4.7 Has your organization or any predecessor to your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?
 Yes No
If yes, on a separate attachment, provide the following: (i) a detailed description of the circumstances upon which charges were based; (ii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iii) disposition of such charges.
- 4.8 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been an equity owner of ten percent (10%) or more of the equity interest of any other entity or organization, within the past ten (10) years, which has been charged

with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

_____ Yes _____ No

If yes, on a separate attachment, provide the following: (i) the name(s) of each such other entity or organization; (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.

4.9 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

_____ Yes _____ No

If yes, on a separate attachment, provide the following: (i) the name of such individual(s) or entity(ies); (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.

5. References (Include name, contact person, telephone/telecopier and address for each reference provided):

5.1 Trade References (three (3) minimum)

5.2 Bank References

5.3 Public Works Inspectors of Record (K-12 or community college project)

5.4 Owner references (three (3) minimum, preferably California K-12 school districts and/or California community college districts)

6. Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this ___ day of _____ 20__ at _____
(City and State)

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

(Signature)

(Typed or written name)

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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 Roof Replacement for Buildings 2000 and 2100 – 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 _____, 20__ 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)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

() _____
(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)

[END OF SECTION]

CERTIFICATION OF PRE-BID SITE VISIT

The Honorable Board of Trustees
Chabot-Las Positas Community College District
5020 Franklin Drive
Pleasanton, California 94588

RE: Roof Replacement for Buildings 2000 and 2100 – Las Positas College

Ladies and Gentlemen:

In connection with submitting a Bid Proposal for the Work described as Roof Replacement for Buildings 2000 and 2100 – Las Positas College, I visited the Site of the Work on Wednesday, July 16, 2008 on behalf of

Bidder Name

to inspect the Site of the proposed Work, which will be turned over to the Bidder, if awarded the Contract, in its present condition, with a representative of the Chabot-Las Positas Community College, in order to acquaint the Bidder with the proposed Work so that the Bidder fully understands the facilities, difficulties, and restrictions attendant to execution and completion of the Work. I have also reviewed on behalf of the Bidder, the as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with: Mr. Tim C. Nelson, Director, Maintenance & Operations, Las Positas College.

District Witness/Date

I certify all conditions provided for my review and their effect on the Work as called for in the Contract Documents are included and accounted for in the Bid Proposal amounts submitted to the District.

I understand that a Bidder who fails to submit this Certification of Pre-Bid Site Visit, fully executed, with the Bidder's Bid Proposal form, will result in rejection of the Bid Proposal for non-responsiveness.

Name of Bidder

Authorized Signatory

Address

Phone Number

Date

[END OF SECTION]

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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. 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: **Roof Replacement for Buildings 2000 and 2100 – Las Positas College** 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. **See Attachment A to follow Bid Item – Breakdown.**

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 the following: (a) Bid Security; (b) Subcontractors List; (c) Statement of Qualifications; (d) Certification of Pre-Bid Site Visit; and (e) 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 is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the

ATTACHMENT A TO BID PROPOSAL

The award of a contract will be determined by the Base Bid of the combined total of both Bid Items under Section 1.1 "Bid Proposal". The Chabot-Las Positas Community College District reserves the right to award all, none or any portion of the Bid Items listed below.

BREAKDOWN

Bid Item No. 1: Building #2000

State the total amount of bid for all the Work shown and/or specified to provide polyurethane foam roofing and all flashing and accessories on building #2000.

_____ Dollars (\$ _____)

A. The approximate total square feet (FIELD AREA) to be RE-ROOFED for Bid Item No. 1: _____ sq.ft.
**Bidder is responsible for the measurement and accuracy of the field area square footage.*

B. The total number of gallons of acrylic coating to be used: _____ gallons

C. The total number of pounds of polyurethane foam chemical to be used: _____ lbs.

Bid Item No. 2: Building #2100

State the total amount of bid for all the Work shown and/or specified to provide polyurethane foam roofing and all flashing and accessories on building #2100.

_____ Dollars (\$ _____)

A. The approximate total square feet (FIELD AREA) to be RE-ROOFED for Bid Item No. 2: _____ sq.ft.
**Bidder is responsible for the measurement and accuracy of the field area square footage.*

B. The total number of gallons of acrylic coating to be used: _____ gallons

C. The total number of pounds of polyurethane foam chemical to be used: _____ lbs.

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CONTRACT FOR LABOR AND MATERIALS

This Contract for Labor and Materials (“Contract”) is entered into this _____ day of _____, 20____ by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (“District”) and _____ (“Contractor”) for the Work of the Project generally described as Roof Replacement for Buildings 2000 and 2100 – 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 _____ Dollars (\$_____) (“the Contract Price”), the Contractor shall perform and complete the Work generally described as Roof Replacement for Buildings 2000 and 2100 – Las Positas College.
- 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 within FORTY (40) calendar days after the commencement date for the Work (“the Contract Time”). Failure to complete the Work within the Contract Time will subject the Contractor to Liquidated Damages at the rate of five hundred dollars (\$500.00) per day until the Work is completed.
- C. The location of the Work is 3000 Campus Hill Drive, Livermore, CA 94551-7623 (“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:

Notice Calling For Bids	Bid Addenda, if any
Instructions for Bidders	Bid Proposal
Subcontractors List	Bid Bond
Non-Collusion Affidavit	Certification of Pre-Bid Site Visit
Statement of Bidder’s Qualifications	Performance Bond

Labor and Materials Payment Bond
Drug-Free Workplace Certification
Certificate of Worker’s Compensation
Insurance Contract for Labor and Materials
Drawings

Specifications
Change Order Form
Asbestos & Hazardous Materials Certification
Debris Recycling Statement

F. The District Representative is Tim Nelson, Telephone No. 510-723-6648, Fax No. 510-723-6854.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS’ STARE 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”
[Contractor Name]

By: _____
Mr. Lorenzo Legaspi
Vice Chancellor, Business Services

By: _____

Title: _____

By: _____
Mr. Jeffrey M. Kingston
Vice Chancellor
Facilities Planning & Management

Federal ID # _____

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 **fifteen percent (15 %)** 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 of 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; Performance Bond.** Prior to commencement of Work, the Contractor shall obtain and deliver to the District a Labor and Materials Payment Bond and a Performance Bond. Bonds 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. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. 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 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 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; (c) delivery of Certified Payroll records of the Contractor and Subcontractors; and/or (d) the completed and executed form of Debris Recycling Statement. 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 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 replace such Work or workmanship at the cost and expense of the Contractor.
- 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 as modified herein. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the Construction Industry Arbitration Rules 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 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 constitute the entire agreement and understanding of the District and the Contractor concerning the subject matter hereof.

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

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between the CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT and _____ (“Contractor”) for the Work of improvement commonly referred to as Roof Replacement for Buildings 2000 and 2100 – 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 _____, 20__ at _____.
(City and State)

Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

Subscribed and sworn before me
this ____ day of _____, 200

Notary Public in and for the State of California

My Commission Expires:

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**DEBRIS RECYCLING STATEMENT
(ATTACHMENT C TO CONTRACT FOR LABOR AND MATERIALS)**

Chabot – Las Positas Community College District
Construction & Demolition

Project Name / Location: _____			
_____ Demolition		_____ Construction	
Contractor Name: _____			
Contact Name: _____		Phone: _____	Fax: _____
Anticipated Start Date: _____		Anticipated Completion Date: _____	
Statement Date: _____			
For the period between: _____ / _____ and _____ / _____			
Month	Year	Month	Year

Please indicate estimated quantities by matter, the proposed processing method and the vendor selected. Weight tag required as verification.

	Estimated Amount (Tons or Yards)			
	Recycled	Salvaged	Landfilled	
Asphalt				
Concrete				
Brick/Masonry Tile				
Corrugated Cardboard				
Dirt/Clean Full				
Drywall				
Padding – Carpet Foam				
Building Materials (doors, windows, cabinets, fixtures)				
Scrap Metals				
Mixed Recyclable Debris				
Other				
Un-painted wood/Pallets				
Green Waste/Yard Waste				
Garbage – Painted Wood-Trash				

If no materials are targeted for recycling, reuse or salvage, please state why: _____

The undersigned certifies that she/he is authorized to execute this Debris Recycling Statement on behalf of the above-identified Contractor. The undersigned further certifies that she/he has personal knowledge of the foregoing, or has made reasonable inquiry to ascertain, that the foregoing is true, complete and correct.

Submitted by: _____ Date: _____

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PERFORMANCE 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 Oblige", 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 Oblige, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as Roof Replacement for Buildings 2000 and 2100 – Las Positas College.

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

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Oblige and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Oblige by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Oblige's rights hereunder; Surety hereby waives notice from the Oblige of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Oblige's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Oblige to the Surety of the Principal's breach or default of the Contract Documents and Oblige's termination of the Contract, the Surety shall notify Oblige in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Oblige, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of

performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

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 therewith, including without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ____ day of _____, 20__ by their duly authorized agent or representative.

(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)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

(_____) _____

(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)

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 Roof Replacement for Buildings 2000 and 2100 – 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 _____, 20__ 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)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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.

3. 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.

4. 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.

5. 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 _____, 20____.
(City and State)

(Signature)

(Handwritten or Typed Name)

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SECTION 01340
SHOP DRAWINGS, PRODUCT DATA & SAMPLES

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 01310: Construction Schedules
- C. 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 which 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 re-submittals
- 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 which 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 \$150.00 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 re-submittal 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 precedes 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 01500

- 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 and local jurisdiction.
 - 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. Factor Mutual Global (FMG) Loss Prevention Date for Roofing Contractors.

- B. Roofing systems shall be applied only by Contractors authorized by the membrane manufacturer prior to advertise 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 Roof Membrane and Flashing shall only be

completed by Contractor personnel trained and authorized by the membrane 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 omissions in the specifications, immediately call 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 do not limit the content of such section, part, or paragraph.
5. 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.
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" slit cuts at the rate of one per 1,000 sq.ft. plus one from eight separate vertical flashings, including four separate wall sections.
2. 3" slit cuts and 3" core cuts as directed by the Consultant.
3. Repair all cuts in accordance with manufacturer or industry requirements.

END OF SECTION

**SECTION 01600
PRODUCT REQUIREMENTS**

**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 which can be shown to comply to 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 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. Within 10 days before bid date, Consultant will consider formal substitution requests from Licensed Contractors only. No requests for substitutions will be accepted after that time without Owner's authorization and with following stipulation.
- B. Consultant will record time required for evaluating substitutions proposed by Contractor after time period indicated above, and for making changes in the Contract Documents. 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 after this initial process 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 at least **14 days prior to the bid date**. 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 20 Year Warranty Specimen.
 - 5. Membrane Manufacturer's Minimum membrane 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.
 - 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 which 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"*.
- D. 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.
- E. All costs for tests to verify equality and conformance with specified materials shall be born by submitting contractor.
- F. The Owner will notify all registered bidders all of approved alternates five (5) days prior to bid date.
- G. 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 which may be required.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Certifies that proposed product will 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.
- H. 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 weather tight, 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 which 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 which contain asbestos, lead, chromates, PCB's, or other known materials or components which 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 omissions 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 do 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 RECORD DRAWINGS

- A. The Contractor shall provide and maintain a complete and accurate set of RECORD Drawings and a RECORD set of specifications. Submit to the Consultant one set of RECORD Drawings and specifications for back checking.
- B. The contractor shall indicate clearly and correctly all work installed differently from that shown and shall keep records up-to-date as work progresses.
- C. Upon completion of the work and before application for final payment is made by the contractor, he shall furnish to the Consultant complete Record Drawings. Such drawings shall be acceptable to and approved by the Consultant before final payment is made to the Contractor. Record Drawings shall be on reproducible tracings supplied by the Consultant and paid for by the Contractor. One set of prints shall accompany reproducible and shall be paid for by the Contractor. Quality of drawings shall equal original drawings.

1.07 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

1.08 SUBMITTAL

- A. At contract closeout, deliver Record Reproducible Documents and one set of blueline prints 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

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Upon successful completion of the work to the Roofing Manufacturer's and Owner's satisfaction, and receipt of final payment, the roof membrane manufacturer shall provide a Twenty (20) year Full System Labor and Material Warranty to cover the replacement of damaged roofing materials installed under this contract and repair of leaks due to defective materials or workmanship for the term of the warranty.
1. **The first Five (5) years shall include annual inspection by the contractor and material warrantor and repair of all SPF or coating blisters.**
 2. The System Warranty shall provide for the roof membrane, all accessories that comprise a roof system, and contractor labor.
 3. The Warranty shall be Non-Prorated provide for No Dollar Limit (NDL).
 4. The Warranty shall not exclude ponding water and no time limited shall be assigned for any such ponding water during the warranty period.
 5. The Warranty shall not have restrictions to void the warranty such as "damage resulting from foot traffic or defects resulting in leaks due to installation".
 6. Prior to award of contract, provide sample of actual manufacturer's warranty for the District's review and acceptance.
 7. The Warranty shall not include provisions for decreasing value over the term of the warranty.
 8. Upon completion of installation of the roof system, submit executed manufacturer's Warranty to receive final retention funds held.
- B. The Contractor shall provide the District a Three (3) year Full System Labor Warranty at the completion of this work to cover all leaks due to faulty workmanship and/or materials, to become effective when all of the Contractor's invoices have been paid, and having a starting date when substantial completion was noticed by the Contractor to the District.
1. Upon completion of installation of the roof system, submit executed contractor's Warranty to receive final retention funds held.
 2. Within 60 days prior to expiration of the Contractor warranty, the Contractor shall be required to schedule an inspection of the entire project, repair any deficiencies and provide a letter to the District detailing the results/observations of the inspection and any resultant repairs.
- C. Final Inspection to be by the District's Roof Consultant and a representative of the membrane Manufacturer's technical department. Any deficiencies found to be corrected by applicator at no cost to the District prior to issuance of Warranty. If the District determines that re-inspection is required of the roof consultant by the District, cost of the Consultant's services and expenses shall be paid by contractor.
- D. Bonds required for this project shall be set forth in the District's General Conditions.
- E. Disclaimers and Limitations:
1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

- F. 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.
- G. Warranty Requirements:
1. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
 2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
 3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
 4. Owner's Recourse: Express warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

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:

**DO NOT MAKE
REPAIRS OR ALTERATIONS
TO THIS ROOF
WITHOUT APPROVAL FROM THE
(NAME OF WARRANTOR)**

**THIS ROOF IS UNDER WARRANTY UNTIL
XXXXX 2028
WARRANTY NUMBER
by (manufacturer name & phone 800#)
City, State, Telephone Number**

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

**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, 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; 01720; 01740; 01810

1.02 SCOPE OF WORK

- A. Fluid applied insulation shall be a complete system of compatible materials supplied by approved manufacturer to create a seamless waterproof membrane.
- B. Prepare the surface of the existing built-up roof by vacuuming off all loose gravel and dirt. Prime surface as required by SPF manufacturer.
- C. After proper preparation, apply sprayed-in-place polyurethane foam and minimum 35 mil DFT acrylic weather coating, over existing metal roof assemblies, as described herein.
- D. Complete the work outlined above in a professional manner acceptable to the Owner.
- E. Provide a written 15 year plus 5 year Warranty from the and Coating Manufacturer to the Owner to cover the completed SPF roof system against defects in materials or installation, including blisters in the foam or coating, exposed coating which may or may not result in leaks in the roof system.
- F. To protect the health and safety of the public and staff of the County, all SPF spray applications shall occur on weekends or after 5 PM, including evenings and weekends. Proposed work schedule shall be submitted to the County 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 5 PM, Monday through Friday.

1.03 QUALITY CONTROL

- A. Elastomeric Roof Coating Manufacturer requirements are:
 - 1. The manufacturer of specified systems shall have at least 10 years of successful installations on which its products have been used in conjunction with sprayed urethane foam roofs. Polyurethane foam together with fluid applied waterproofing must have been tested and qualified as a composite roof covering by U.L.-790 Class A requirements. Other manufacturer's products accepted for use on this project only after submittal of product data files to owner supporting quality, equality and full compliance with specifications included herein. Owner reserves right to reject substitution proposals should it be determined submittals do not provide all functions required for application. The Manufacturer shall:
 - a. Provide DISTRICT names of at least three (3) qualified applicators.
 - b. Be approved by DISTRICT.

- c. Make periodic site visits at least 1 time per week during construction, and as requested by DISTRICT.
 - d. Be a fully Accredited Manufacturer by the SPFA.
 - e. Have a minimum of ten (10) years experience manufacturing elastomeric roof coatings.
 - f. Provide a factory trained technician, full time employee for final inspection of the roofing system.
 - g. Provide Warranty with SPF manufacturer as stated within.
 - h. **Coating Manufacturer** shall provide their **minimum** and **average** gallon coverage rates for their product in accordance with this project's specified dry mil rates.
- B. The polyurethane foam insulation and protective coating shall both be applied by a single contractor, who shall meet the following requirements:
- 1. Contractor shall provide evidence of enrollment and active participation in the SPFA Accreditation program.
 - 2. Contractor shall be approved by the protective coatings manufacturer for acrylic systems and must qualify to participate in the Coating Manufacturer's Warranty.
- C. Qualifications of SPF and Coating Applicator:
- 1. Applicator of Polyurethane Foam:
 - a. Shall be defined as individual spray mechanics experienced and regularly engaged in the spray application of polyurethane foam in roofing systems with no less than 150,000 s.f. of applied foam roofing.
 - b. Shall have successfully completed the SPFA Accreditation Courses 101 and 401.
 - c. Shall have urethane manufacturer training in the use of spray foams and five years of experience in the spray application of polyurethane foam roofing.
 - d. A list of all jobs equaling the 150,000 s.f. with the actual square footage completed by the spray mechanic shall be required prior to start of work.
 - 2. Applicator of Roof Coating:
 - a. The applicator shall be trained by the coating manufacturer in the use of acrylic roof coating systems applied with spray equipment and have not less than 3 years experience in at least 150,000 square feet of applied roof coatings. A list of jobs and square footage may be required during the submittal process.
- D. Project Meetings:
- 1. Pre-Construction Conference:
 - a. will be scheduled by DISTRICT within fifteen (15) days after Notice To Proceed.
 - b. in attendance: Representative of DISTRICT, roofing material manufacturer, Contractor and DISTRICT Consultant.
 - c. Contractor is to coordinate and shall have subcontractors attend the preconstruction meeting, trades affected include, but is not limited to: roofing, electrical, plumbing, and decking, sheet metal, as applicable.
 - d. will have an agenda consisting of:
 - (1) Submittal of insurance certificates.
 - (2) Distribution of Contract Documents.
 - (3) Submittal of list of subcontractors, material submittals, and progress

schedule.

- (4) Designation of responsible personnel (superintendent and foremen names and pager numbers).
- (5) Walk-over inspection of roof conditions.
- (6) Designate work and material staging areas.
- (7) Review of warranties.
- (8) Review of Submittals for all materials to be used on the project.
- (9) Review of Contractor's safety program for workers and materials.
- (10) Review of Contractor's over spray prevention and damage remediation plan.

E. Progress Meetings:

1. Will be scheduled by DISTRICT Representative weekly.
2. Attendance: DISTRICT's Representative, DISTRICT 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 standards;
 - i. Effect of proposed changes on progress schedule and coordination;
 - j. Other business relating to work.

F. Consultant:

1. The Consultant has the following authority:
 - a. To interpret the plans and specifications.
 - b. To make minor changes in the location of features of the work where no change in cost is involved.
 - c. To approve substitutes for material and equipment specified by proprietary names when such material and equipment meet the contract documents and criteria.
 - d. To approve shop drawings and submittals.
 - e. To issue stop work orders when necessary to enforce the provisions of the contract.
 - f. To make determinations of each working day to be charged against the contract time.
 - g. To receive all correspondence and other documents pertaining to the scope of work from the contractor.
 - h. To approve progress and final payments under the contract, including the provisions for withholding funds.

G. To approve the substitution of a subcontractor, where allowed by law, if the listed subcontractor does not object when notified.

1. Observer: Observer will 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:

- a. To view the work, sample and test components, and to discuss the work with the contractors field representative.
- b. To determine compliance with the plans, specifications, and other contract documents. He may issue warnings of non-compliance.
- c. To issue stop work notices only in the instance:
- d. Where the operation in progress, if continued for even a short period of time, could be adverse to the DISTRICT interests.

H. Final Inspection:

1. Will be scheduled by Material Manufacturers and consultant upon completion:
 - a. 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.
 - b. This final inspection shall be conducted for the sole purpose of determining whether the protective coating is free from pinholes 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 an additional inspection shall take place.
2. Attendance: DISTRICT's Representative, DISTRICT Consultant, Contractor, SPF material manufacturer and protective coating manufacturer 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.

I. 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.

J. All work shall be in accordance with Document No. PFCD-GS1-1/90 published by the Sprayed Polyurethane Foam Division of the Society of the Plastics Industry, Inc. (SPFA). Where conflict exists between SPI/SPFA and DISTRICT specifications the more stringent requirements shall apply.

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. DISTRICT San Joaquin County, Stockton, CA
- C. Factory Mutual Global (FMG), Norwalk, MA: Hail Test
- D. SPFA Spray Polyurethane Foam Alliance – Publications, 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 01600.
 1. Contractor's Job List of at least 20 jobs in similar scope and size as specified.
 2. Current SPFA enrollment application for Level A Accreditation Certificate for designated **Spray Mechanic**, or completed Accreditation Certificate.
 3. Current Contractor's certification of **approved applicator status** issued by manufacturer issuing project warranty.
 4. **List of coating colors** in order of sequence to satisfy the contrasting color requirement between applications.
 5. Daily Quality Control Report: Submit a copy of the Daily Quality Control Report form which is to be used during the duration of the work.
 6. Submit all **proposed modifications** or exceptions to the requirement of this specification in the letter of transmittal for Owner and consultant review. Otherwise, all requirements

as specified shall be adhered to.

- 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 fifteen (15) days 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 polyurethane foam 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 supporting 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 DISTRICT.

1.07 SITE CONDITIONS

- A. Environmental Conditions:
 - 1. Do not proceed with application of urethane foam materials when ambient temperature is less than 60 degrees F (15.6 degrees 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 degrees F (15.6 degrees 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 degrees F (4.4 degrees 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 is gone. Post "No Smoking" signs.
3. Protect plants, vegetation, other building components (windows, trim etc.) which might be affected by foam or coating. Use drop cloths, plastic or masking as required. Vegetation damaged from covering shall be replaced at the expense of the contractor.
4. Coordinate with DISTRICT all advisories to staff, students, or tenants regarding the closing of vents, doors, windows and miscellaneous vehicle parking areas.

1.08 VERIFICATION OF FOAM THICKNESS AND PROTECTIVE COATING FILM THICKNESS

- A. Polyurethane Foam Thickness: Depth of the polyurethane foam shall be verified by the application contractor prior to applying protective coating. Depth measurements shall be taken using a 1/16" maximum diameter "needle probe". The minimum thickness shall be as specified under Part 3 - Execution. Areas found to be deficient shall receive additional foam to bring them up to the minimum thickness.
- B. Protective Coating Application: During coating application, the film thickness applied each day shall be measured by the applicator. In addition, application contractor shall record batch numbers of material applied. This information shall be recorded on the Daily Quality Control Report form.

1.09 TESTS AFTER APPLICATION

- A. Consultant has the option of taking three core samples (in addition to any taken by the foam and coating manufacturers) to determine if the polyurethane foam meets the minimum density as specified and is properly bonded to the substrate. Location of core samples shall be as directed by the consultant. Core samples, if required, shall be cut by the contractor for work under this section prior to application of the protective coating and after all exothermic heat is gone. (One (1) core sample per each 5,000 square feet or less of roof area.)
 1. All cost associated with cutting of core samples, and repairing of cut-out sections shall be borne by the contractor for work under this section.
 2. All costs associated with testing the in-place density shall be paid for by the DISTRICT. Tests shall be performed by an independent laboratory in accordance with ASTM D-1622. The minimum allowable density shall be as specified under Part 3 - Execution.
- B. Contractor for work under this section shall assist the consultant in checking bond, cellular

structure, and inter-laminar adhesion. This inspection shall be performed at no additional cost to the DISTRICT.

1. Cellular structure shall have a closed cell content of 90% by volume.
2. During bond strength inspection, the polyurethane foam shall shear or pull up portions of the built-up roofing membrane before releasing its adhesive bond to the roof deck.

C. If it is determined that the polyurethane foam density is not within the allowable range, or has not bonded properly to the substrate, or is not of uniform cell structure, contractor for work under this section shall proceed with corrective work as directed by the consultant at no additional cost to the DISTRICT.

1. If deficiencies exist, the consultant may require additional core samples to be taken and tested. All costs associated with any additional tests, including cutting and repairing shall be borne by the application contractor.

D. Immediately after core samples have been cut, the cut-out section shall be patched with the same type of foam as used on the project. Patched area shall be relatively level with the surrounding surface.

E. The DISTRICT may retain, at their own expense, the services of an independent testing laboratory to make final inspection of the finished installation or to test applied foam cores. In order to prevent a possible conflict of interest, inspection by the coating manufacturer's representative will not fulfill this requirement. Testing lab shall determine that finished installation meets or exceeds DISTRICT's specified requirements and meets or exceeds MANUFACTURER'S requirements.

1. Testing lab: Penta Engineering, Atlanta, GA

1.10 SUBSTITUTIONS

- A. See SECTION 01600

1.11 BID ITEMS

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

1.12 WARRANTY AND MAINTENANCE AGREEMENT

- A. See SECTION 01740 WARRANTIES

1.13 SAFETY:

- A. All regulations pertaining to safety as noted in 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.

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 PART I, 1.11 for SUBSTITUTIONS.
- C. DISTRICT 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. BaySystems NA, Inc.
- B. Elastomeric Coatings
 - 1. BaySystems NA
 - 2. Neogard

2.03 MATERIAL PERFORMANCE CRITERIA

- A. Polyurethane foam insulation shall be a two-component, rigid-class, sprayed-in-place, polyurethane foam having a minimum core density of **2.7 lbs. per cubic foot** (ASTM D-1622), FE 302.3/5, as supplied by BaySystems NA, or approved equal 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. Dimensional stability (ASTM 2126) shall not exceed #7%. The polyurethane foam insulation system shall be supplied by a manufacturer accredited by the SPFA Accreditation Committee, documentation for which shall be submitted as part of the Bid Documents. Submittals for approved equal status must be accompanied by architectural data relative to the above characteristics. **Minimum foam thickness shall be 2"**, except where stated otherwise.

- B. **POLYURETHANE FOAM** shall conform to the following 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	D1623
Water Vapor Transmission	3.0 Perm Inch	E96
Shear Strength	30-50 psi	D273
Closed Cell Content	90% min.	D1940
Dimensional Stability	7% max.	D2126
Flame Spread	40	E84
Insulation Values - K Factor aged	0.156	C518
Percent Volume Change Humid Age - 7 days (158°F / 100% RH)	<1%	D2126
7 days (200°F / dry)	<1%	D2126
7 days (-20°F/dry)	<1%	D2126

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

- A. **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.
- B. **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.
- C. **ELASTOMERIC ACRYLIC COATING:** The elastomeric acrylic coating shall be the fluid applied System as installed by licensed applicators of the approved manufacturer. The composite system shall include joints, flashing, elastomeric roof membrane, and all materials and techniques required to properly adapt the roofing system to the particular substrates involved.

D. POLYURETHANE FOAM COATING SYSTEM:

1. Evercoat 500 - WHITE - by BaySystems NA. Performance Requirements for Elastomeric Coating: The minimum performance requirements for the elastomeric coating to be used for this project are:

Property	ASTM Method	Results
Tensile Strength, psi (Max @ 73° F)	D6083	Minimum 250
% Elongation @ Break (73° F)	D6083	Minimum 412
Wet Adhesion to PVC Substrate	D6083	Minimum 4.0 pli
Permeance, perms	D6083	Maximum 7.1
Volume Solids % Weight Solids %	D6083	55 % 65 %

- A. Primer for built-up roofs: EC 150 by BaySystems or equal.
- B. The polyurethane foam 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.
- C. Miscellaneous Items
 1. Evercoat 709 Premium Caulk (or approved equal)
 2. Evercoat 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 spray Polyurethane foam.

- 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. Upon completion of the roof covering, coating manufacturer's representative, consultant, and applicator shall make a final inspection to verify the Polyurethane foam insulation/fluid applied waterproofing system meets manufacturer's requirements for warranty. Contractor shall notify all parties 48 hours in advance of such inspections.
- F. Metal surfaces to be foamed shall be free of rust, loose scale, dust, dirt, grease, oil or other contaminants.

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 DISTRICT 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 polyurethane foam 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 DISTRICT, the DISTRICT representative and the roofing Contractor shall attend a preparatory inspection relative to the roofing construction. The Quality Controller, the roofing foreman or superintendent, and a 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 weather barrier 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. Polyurethane foam shall be applied by the same Contractor who applies the elastomeric weather coating materials. Spray foam contractor shall exhibit technical competence and be accredited by the SPFA, Arlington, VA
 - 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 polyurethane foam 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. **Slit samples** shall be taken by the **contractor** at the rate of 1 per 500 sq.ft., with a minimum of 5 slits per roof, whichever is greater, prior to granule application.
1. Slits, min. size ½" by 3", shall be numbered and plotted on a roof plan.
 2. Coating mil thickness shall be recorded on the attached form. The County reserves the right to take additional slits as necessary to confirm thickness and condition of coating and foam. Repairs shall be made by the Contractor at no added cost to the project.
 3. Submit a list of each showing the two minimum thicknesses from each slit.
 4. Data shall be provided to the Consultant on the attached **SPF SLIT SAMPLE SUMMARY FORM**, (Attachment 'A') for review prior granule application.
- G. Minimum Coating Thickness Correction Process:
1. When total coating thickness is less than specified, 4 additional slits shall be taken within 5 ft. of the first slit, to determine the extent of the deficient area. Additional slits shall be taken every 5 ft. until the proper minimum thickness is located.
 2. The area defined through the above process with thin coating shall be recoated (prior to granule application) to bring the minimum coating thickness up to specified thickness.
 3. The Consultant may take additional slits as he deems necessary to confirm that minimum thickness has been achieved. All repairs shall be made by the Contractor as part of the work.
- H. **COATING APPLICATION ON 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 DISTRICT.
- I. 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 complete 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 thickness of completed system. These slits shall be used to set the standard and to compare against the balance of the roof area at that site. All areas not equal in quality to the slits, both in foam composition and coating thickness, shall be repaired, replaced, or in some manner (acceptable to DISTRICT) corrected, to become equal to the quality control slit samples, and at

no additional cost to DISTRICT.

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 DISTRICT authorized representative, or replaced. All scrap, debris, and empty containers shall be disposed of off-site, unless otherwise approved by DISTRICT.

B. SURFACE PREPARATION

1. Pressure wash the roof surface to remove all dirt, and dust as may be necessary to provide a strong bond between spray foam and existing roof. The use of compressed air to blow loose dirt and dust from the roof surface shall not be permitted.

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 degrees 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 PFCD-GSI-1/88. 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 County.

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 at all parapet walls 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 flashing required at gutters or expansion joints shall be 60 mil uncured EPDM sheet applied foam prior to coating application.
 4. Verge of Popcorn foam texture may be rejected at the discretion of DISTRICT. 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 0" between 12" to 4" of the roof edge. Mashing 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. Polyurethane foam shall be applied in such a manner to provide a **minimum of 2" thickness** over the entire surface. Foam passes shall be at least ½" in thickness but not more than 1½" in thickness.
2. All polyurethane foam 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 roof 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 DISTRICT 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 polyurethane foam 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. DRAINAGE

1. Finished polyurethane foam 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" of water as measured 24 hours after a rainfall in 60 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 polyurethane foam installed for drainage correction (“crickets” or slope) shall be installed directly upon the existing roof surface and beneath the final foam membrane “lift”.
4. Drainage correction by means of tapering the top “lift” of foam, 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. Clean and prime all vents to receive SPF

3.06 APPLICATION OF PROTECTIVE COATING OVER SPF

- A. General Requirements: Protective coating system shall be spray-applied over all polyurethane foam 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. Polyurethane foam 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 polyurethane foam shall be repaired before coating application commences. All oxidized polyurethane foam 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 polyurethane foam 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 polyurethane foam 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 polyurethane foam remains uncoated for more than 72 hours, the uncoated foam must then be inspected by the consultant prior to coating. Should oxidation occur, the foam surface shall be brushed with a stiff broom or mechanically scarfed or sanded; a minimum 1/2" pass of foam shall then be applied to reseal the surface.
 - 7. Contractor shall have a tall time 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 elastomeric acrylic 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 spray applied with only 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 top coat shall be applied as soon as the second coat has dried sufficiently to allow applicator to walk on.

- C. To sprayed polyurethane prepared dry foam, apply the base coat according to the procedure as prescribed by the manufacturer. The composite coating systems include the following:
 - 1. To all properly prepared and dry surfaces, a spray applies base acrylic roof coating in sufficient number of applications without blistering or runs.
 - a. **Total system minimum coating thickness, 35 dry mils before granules.**

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 an optical comparator. DISTRICT'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 DISTRICT. Release of job retainage funds shall be contingent on receipt by DISTRICT 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 DISTRICT 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 DISTRICT'S, employees, public and neighbor's property shall be the entire responsibility of the Contractor

- B. 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

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CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
Bldgs 2000 - 2100 Roofing
SPRAY POLYURETHANE FOAM ROOFING
Las Positas College