

# **SPECIFICATIONS**

## **Reroofing of The Community Education Center**

### **Location Of Project:**

**Liberty Union School District  
Community Education Center  
929 2<sup>nd</sup> Street  
Brentwood, CA 94513**

### **School District:**

**Liberty Union High District  
19 Oak Street  
Brentwood, CA 94513**

### **Roofing Consultant:**

**Setness Roof Inspection Service  
2432 W. Benjamin Holt Drive  
Stockton, Ca 95207**

**Cell Phone (209) 471-8487  
Email Address: wayne@setness.com**

**October 1, 2023**

# **ROOFING SPECIFICATION**

**OCTOBER 1, 2023**

**LIBERTY UNION HIGH SCHOOL DISTRICT  
COMMUNITY EDUCATION CENTER  
929 2<sup>ND</sup> STREET  
BRENTWOOD, CA 94513**

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**NOTICE TO CONTRACTORS CALLING FOR BIDS**

**DISTRICT:** Liberty Union High School District

**PROJECT DESCRIPTION:** Roofing Project:  
  
Community Education Center  
929 2<sup>nd</sup> Street  
Brentwood, CA 94513

**The Main Building & The Canopy**

**MANDATORY JOB WALK:** Tuesday, October 10, 2023, at 10:00 a.m.

Bidders shall meet in the parking lot on the west side of the Community Education Center located at 929 2<sup>nd</sup> Street. The entrance to the parking lot is on Pine Street. On Google Maps, the Main Building to be reroofed has a white surfaced SPF Roofing System and is at the corner of Pine Street and 2<sup>nd</sup> Street. This is where you will meet.

Please Note: This will be the only time that you and/or your subcontractors will be allowed on campus. Please Note: The Main Building Roof & The Canopy roof have asbestos containing materials. The asbestos reports are included in the construction documents.

**LATEST DATE/TIME FOR SUBMITTAL OF BIDS:** Tuesday, October 31, 2023, at 10:00 a.m.

**PLACE FOR SUBMITTAL OF BID PROPOSALS:** Liberty Union High School District  
19 Oak Street, Brentwood, CA 94513  
The driveway access to 19 Oak Street is on Larkspur Lane.

**BID AND CONTRACT DOCUMENTS AVAILABLE:** Wayne Setness, Setness Roof Inspection Service, Inc.  
2432 W. Benjamin Holt Drive, Stockton, CA 95207 (209) 471-8487  
Email: [wayne@setness.com](mailto:wayne@setness.com)

Bid and contract documents in binder form will be available the day of the job walk. A PDF version of the bid and contract documents will be available on the LUHSD website three to four weeks prior to the jobwalk. They can also be requested from Setness Roof Inspection at [wayne@setness.com](mailto:wayne@setness.com).



**SPECIFICATIONS AVAILABLE DAY OF THE JOBWALK FROM:**

Wayne Setness, Setness Roof Inspection Service, Inc.  
2432 W. Benjamin Holt Drive, Stockton, CA 95207  
(209) 471-8487. Email: wayne@setness.com

**NOTICE IS HEREBY GIVEN** that the above-named California Public School District, acting by and through its Board of Education, hereinafter the "District" will receive up to but not later than the above-stated date and time sealed Bid Proposals for a contract for the Work of the Project generally described as Liberty Union High School District – Community Education Center Roofing Project – The Main Building & The Canopy.

**1. Community Education Center Roofing Project.** This Project Involves The Complete Tear Off And Replacement Of The Entire Roof Area On The Main Building & The Canopy.

**2. 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 the District as set forth above. Only Bid Proposals submitted to the District up to but not later than the date and time set forth above for submission of Bid Proposals shall be considered.

**3. Bid and Contract Documents.** The Bid and Contract Documents will be available at the job walk on Tuesday, October 10, 2023, at 10:00 a.m. There will be no charge for the Bid and Contract Documents and Roof Specifications available from Setness Roof Inspection Service, Inc at the job walk. Electronic Copies Of The Bid and Contract Documents will also be available on the LUHSD website and by contacting Wayne Setness at Setness Roof Inspection Service.

**4. Documents Accompanying Bid Proposal.** Each Bid Proposal must be submitted with: Bid Security; Statement of Bidder's Qualifications, and all other documents specified to be in the bid packet submitted to the district. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate, or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

**5. Prevailing Wage Rates.** Pursuant to California Labor Code 1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the work.

**6. Contractor's License Classification.** In accordance with the provisions of California Public Contract Code 3300, the District requires that Bidders possess the following classification of California Contractors License at the time that the Contract for the Work is awarded: **C39 – Roofing Contractors License.** Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract 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 to perform the Work.

**7. Contract Time.** 100% Completion of the Work shall be achieved as set forth in the Contract. Failure to achieve 100% Completion of the Work within the Contract Time shall subject the Contractor to an assessment of Liquidated Damages of \$2,500 per Calendar Day as long as the project is not 100% complete as defined by Setness Roof Inspection Service, Inc. 100% Completion will be achieved by Friday, July 26, 2024.

**8. 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 any 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.

**9. No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of ninety (90) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

**10. Job Walk.** The District will conduct a mandatory job walk. The District will begin the Job Walk for the Community Education Center Roofing Project – The Main Building & The Canopy on Tuesday, October 10, 2023, at 10:00 a.m. Bidders shall meet in the parking lot on the west side of the Community Education Center located at 929 2<sup>nd</sup> Street. The entrance to the parking lot is on Pine Street.

**11. Project Schedule:** The roofing project will start on Monday, June 3, 2024, weather permitting. The roofing project must start no later than Monday, June 3, 2024. The definition of starting the project is staging and the starting of the removal of the existing roofing. The roofing project must be 100% complete, including the coating work, on or before Friday, July 26, 2024. Liquidated damages will accrue for the failure to start the project on time and the failure to finish the project on time as stated in the Contract Documents.

**12. Approximate Size Of The Roofs And Budget Figures:** The Community Education Center Roofing Project – The Main Building & The Rear Canopy covers approximately 23,000 square feet or 230 squares. The budget figure for the entire roofing project is \$850,000. The approximate square footage stated above is for your reference only and should not be relied upon for accuracy. The Contractor must measure all roof areas to determine the exact size of the roof areas to be reroofed in this project. The roofing project will be bid as one single roofing project.

**13. Type Of Roofing System:** The contractor will furnish and install of a 1/2-inch Retro Plus board, a five-ply Built-Up Roofing System (5GNC), a white roof coating, and all related general requirements, conditions, and specifications which include The Community Education Center Roofing Project – The Main Building & The Canopy. BUR Roofing Systems Only!

**14. Substitute Security.** In accordance with the provisions of California Public Contract Code 22300, substitution of eligible and equivalent securities for any monies withheld by the District or payment of retention earned directly to an escrow agent to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code 22300. The foregoing notwithstanding, the Contractor shall submit its written request to the District to exercise its rights under California Public Contract Code 22300 prior to submission of its first Application for Process Payment; the failure of Contractor to make such written request to the District prior to submission of the first Application for Progress Payment shall be deemed a waiver of the Contractor's rights under California Public Contract Code 22300.

**15. Waiver of Irregularities.** 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.

**16. Award of Contracts.** The Contracts for the Work, if awarded, will be by action of the District's Board of Education to the responsible Bidder submitting the lowest priced responsive Bid Proposals. If Alternate Bid items are included in the bidding, the lowest priced Bid Proposals will be determined on the basis of the Base Bid Proposals or on the Base Bid Proposals and the combination of Alternate Bid Items selected in accordance with the application provisions of 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 Proposals or in the bidding.

# Tab 2

## INSTRUCTIONS FOR BIDDERS

**Background. The Project, Liberty Union High School District – COMMUNITY EDUCATION CENTER Roofing Project – THE MAIN BUILDING AND CANOPY – Is Generally Described As Follows: Complete Tear Off And Replacement Of All The Roof Areas On The Main Building and Canopy – Community Education Center Located At 929 2<sup>nd</sup> Street, Brentwood, Ca 94513.**

**1. Preparation and Submittal of Bid Proposal.**

**1.1 Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an 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.

**1.2 Date and Time of Bid Proposal Submittal.** A District Representative will hand write the date/time the bids are received into the District Office. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is properly dated and timed by the District Representative; Bid Proposals not so hand dated and timed as being timely submitted will be rejected and returned to the Bidder unopened. The date/time handwritten information is the 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 the Bid Submittal Date and Time; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

**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. 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 Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond is in the form and content included herein and the Surety is an Admitted Surety Insurer under Code of Civil Procedure § 995.120.

**3. Documents Accompanying Bid Proposal; Signatures.** The Bid Proposal must be submitted with: Bid Security, Subcontractors List, and the Non-Collusion Affidavit. The Bid Proposal and the Non-Collusion Affidavit shall be executed by an individual duly authorized to execute the same on behalf of the Bidder. In addition to the foregoing, if required by the District, the Bidders shall timely submit complete and accurate DVBE Worksheets.

4. **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. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District prior to the scheduled closing time for receipt of Bid Proposals and the public opening thereof.
5. **Erasures; Inconsistent or Illegible Bid Proposals.** 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 with 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.
6. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and conditions affecting the Work. 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 with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents, or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.
7. **Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal by of 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. A written notice of withdrawal of a submitted Bid Proposal received after the scheduled closing time for receipt of Bid Proposals or the District's public opening and reading of Bid Proposals shall not be considered by the District, nor effective to withdraw such Bid Proposal.
8. **Agreement and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms and amounts of the Labor and Material Payment Bond, Performance Bond and other documents and instruments which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Labor and Material Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents. **The Bidder awarded a Contract shall complete and submit the form of Payment Bond and the form of Performance Bond.**

9. **Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder 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. It is the sole and exclusive responsibility of the Bidder to submit 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 the District or the Architect. A copy of any such addendum will be mailed or delivered to each Bidder receiving a set of the Contract Documents. 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.
10. **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 a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. 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.
11. **Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a subproposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a subproposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. 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.
12. **Award of Contract.**
  - 12.1 **Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
  - 12.2 **Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if made by the District through action of its Board of Education, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.

- 12.3 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. After opening timely submitted Bid Proposals and before the public reading of Bid Proposals, District clerical staff ("Clerical Staff") who will not be engaged in the selection of Alternate Bid Items for inclusion in the Contract to be awarded will assign each Bidder an alphabetical letter for identification purposes. The Clerical Staff will mask all portions of the Bid Proposal and other documents submitted with Bid Proposals so that the identity of each Bidder is not revealed. Thereafter, the Clerical Staff will publicly read the Bid Proposals amounts of each Bidder for the Base Bid as well as each Alternate Bid Item. In this public reading of Bid Proposals, Bidders will not be identified by name; Bidders will be identified only by alphabetical letter assigned to each Bidder by the Clerical Staff. After the public reading of Bid Proposals, the Clerical Staff will provide the Architect and the District's staff responsible for selection of Alternate Bid Items for inclusion in the Contract to be awarded ("District Project Staff") copies of Bid Proposals with the identities of Bidders masked; Bid Proposals reviewed by the Architect and District Project Staff will identify Bidders only by alphabetical letters. At such time as the Architect and the District Project Staff have completed review of Bid Proposals and made a determination of which Bidder, by the alphabetical letter assigned by Clerical Staff, has submitted the lowest Bid Proposal on the basis of the Base Bid Proposal and any combination of Alternate Bid Items as determined by the Architect and the District Project Staff, the Clerical Staff will make available to the Project Staff the original unmasked Bid Proposals so that the identity of the Bidder to be awarded the Contract can be identified. Until such time as the District Project Staff have completed review of Bid Proposals and determination of which Bidder has submitted the lowest Bid Proposal, there will be no communication between the Clerical Staff and the Architect or the District Project Staff regarding the identities of Bidders.
- 12.4 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, 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 the Bidder in the Alternate Bid Items Proposal.
- 12.5 Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents. A bid proposal is responsive if it promises to do what the bidding instructions demand.



**12.6 Responsible Bidder.** A responsible Bidder is a Bidder who has the capability in all respects, to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgement, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder. A responsible bidder is a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract Documents for the Project.

**13. Subcontractors.**

**13.1 Designation of Subcontractors; Subcontractors List.** Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100 et seq.) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.

- 13.2 Work of Subcontractors.** All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other 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.
- 13.3 Subcontractor Bonds.** In accordance with California Public Contract Code § 4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code § 4108(b).
- 14. 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 following certificate prior to performing any of the Work under the Contract:
- "I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the Work of the Contract."
- The form of such Certificate is included as part of the Contract Documents.
- 15. 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(s) 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.
- 16. Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) calendar 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 priced Bid Proposal or may call for new bids, in its sole and exclusive discretion.

17. **Contractor's License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors License Law, California Business & Professions Code §§ 7000 et seq. This requirement is not a mere formality and will not be waived by the District or its Board of Education. The required California Contractor's License classification for the Work is set forth in the Call for Bids is a C-39.
18. **Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
19. **Job-Walk.** The District will conduct a Job-Walk at the time(s) and place(s) designated in the Notice To Contractors Calling 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 attendance at the Job Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job-Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and 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-Walks set forth in the Call for Bids unless a Job-Walk is requested by such Bidder and a Job-Walk is conducted by the District in accordance with the following provisions. The District may, in its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Job Walk will be conducted only upon the requesting Bidder's agreement to reimburse the District for the actual and/or reasonable costs for the District's staff and its agents and representatives in arranging for and conducting such additional Job-Walk.
20. **Substitution of Specified Items.** Pursuant to Public Contract Code § 3400(a), any Bidder who has timely submitted a Bid Proposal may submit data to the District to substantiate a request to substitute an "or equal" item for any item specified in the Contract Documents ("Substitution Substantiation Data"). Substitution Substantiation Data may be submitted to the District at any time twenty-four (24) hours after the public opening and reading of Bid Proposals and 5:00 p.m. of the day immediately preceding the date of the District's Board of Education meeting for consideration of the award of the Contract as noted in the Notice of Intent to Award Contract issued by the

District pursuant to these Instructions for Bidders. Substitution Substantiation Data submitted by any Bidder with its Bid Proposal will not be considered by the District nor be deemed a submission of Substitution Substantiation Data. Notwithstanding the submission of any Substitution Substantiation Data by any Bidder pursuant to the foregoing, no action will be taken in connection with any Substitution Substantiation Data or request of any Bidder to substitute an "or equal" item for an item specified in the Contract Documents until after the District's Board of Education has taken action to award the Contract without any conditions or reservations. In addition to the rights conferred hereunder to submit Substitution Substantiation Data after the opening of Bid Proposals and prior to award of the Contract, the Bidder awarded the Contract may request the substitution of "or equal" items for items specified in the Contract Documents upon strict compliance with the applicable terms of the Contract Documents.

21. **Public Records** Bid Proposals and other documents related to the Project become the exclusive property of the District upon submittal to the District, and are subject the California Public Records Act, Government Code §§ 6250, et. seq., except that completed applications for prequalification and related documents, "shall not be public records and shall not be open to public inspection," pursuant to Public Contract Code §20111.5(a)." A request for copies of documents related to bidding on the Project must be in writing and must describe each such document individually and sufficiently for identification. In accordance with Government Code §6253(b), copies of such documents shall be provided to a bidder only if the bidder first submits to the District, "payment of fees covering direct costs of duplication." If the District is required to defend or otherwise respond to any action or proceeding involving the disclosure of documents relating to bidding on the Project, the bidder that submitted such documents shall defend, indemnify, and hold the District harmless therefrom, including any attorney fees incurred by the District.
22. **Drug Free Workplace Certificate.** In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
23. **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 §§ 1101 et seq. (the AIRCA"); 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.

24. **Fingerprint Certificate.** In accordance with Education Code § 45125.1, the successful Bidder will be required to execute the Fingerprint Certificate included with the Contract Documents concurrently with the Bidder's execution of the Agreement. The successful Bidder shall comply with the terms and requirements of the Fingerprint Certificate and Education Code § 45125.1; failure to comply will result in penalties, including without limitation, termination of the Agreement and the suspension of payments of the Contract Price otherwise due under the Contract Documents.
25. **Notice of Intent to Award Contract.** Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Education meeting at which award of the Contract will be considered. The Bidder to whom the District intends to award the Contract, as identified in the Notice of Intent to Award the Contract, shall be required to complete and submit to the District a Bid Proposal Summary in the form of Attachment A hereto.
26. **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 Chief Business Official, 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 with 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 Assistant Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District's Assistant Superintendent, Business 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 Education 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 Assistant Superintendent, Business Services, or his/her designee. Action by the District's Board of Education relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, Assistant Superintendent, Business Services, any other employee or officer of the District or the District's Board of Education. The rendition of a written statement by the Assistant Superintendent, Business Services, (or his/her designee) and action by the District's Board of Education 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 intent to award 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.

- 27. Inspection of Design Documents.** The District will provide bidders access to the design documents generated in connection with the Project, for inspection of same by bidders, on the date and time and at the place set forth in the [Notice Calling for Bids]. Bidders are hereby on notice: 1) there may be design documents generated in connection with the Project which are not included in the Plans and Specifications; and, 2) such design documents may contain information which would materially affect the cost of performance of the Contract Documents for the Project. The District has not made a determination whether or not design documents exist, other than the Plans and Specifications, which would materially affect the cost of performance of the Contract Documents for the Project. If a bidder wants a copy of any of the design documents generated in connection with the Project which are not included in the Plans and Specifications, a bidder may request same in accordance with the paragraph in this [Instructions to Bidders] on Public Records."
- 28. Hearing re Rejected Bid.** If a bidder's bid is rejected by the District, that bidder may request a hearing on that rejection if the District issues a notice of intent to award a contract to a bidder whose bid is higher than the bid that was rejected. To be considered by the District, such a request for a hearing must be in writing and must be actually received by the District within one (1) business day after the date of such notice of intent to award a contract. The District will grant or deny such request for a hearing based on the holding of the California Court of Appeal in *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal. App. 4th 1425. If the District grants such a hearing, the District will schedule the hearing for a date not less than three (3) business days after the date of such notice of intent to award a contract. If the District holds such a hearing, any bidder may at its own expense: i) be represented at the hearing by legal counsel; ii) record the proceedings by court reporter; iii) present oral and/or written statements and/or other documents."

# Tab 3

# **BID PROPOSAL FORM – COMMUNITY EDUCATION CENTER - REROOFING OF THE MAIN BUILDING AND CANOPY**

**ALL BIDS MUST BE SUBMITTED & RECEIVED  
BY TUESDAY, OCTOBER 31, 2023, At 10:00 A.M.**

**IN THE MAINTENANCE & FACILITIES OFFICE OF LIBERTY UNION  
HIGH SCHOOL DISTRICT 19 OAK STREET, BRENTWOOD, CA 94513**

Liberty Union High School District (Maintenance & Facilities Office) (Access On Larkspur Lane)  
19 Oak Street  
Brentwood, CA 94513

Attn: Liberty Union High School District

Pursuant to the Notice To Contractors Calling For Bids, and in compliance with the Instructions to Bidders, having reviewed the Contract Documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment, and services necessary for the **complete tear off and replacement of the all roof areas on The Main Building and Canopy located at the Community Education Center located at 929 2<sup>nd</sup> Street, Brentwood, CA 94513.**

Prices are to be all inclusive, with the exception of the cost for dryrot repair, and other unforeseen conditions not specified in the Specifications which will be additional or extra work. All in accordance with the Specifications and Working Details and other Contract Documents, together with Addenda issued at the time of bidding, if any, now on file at the office of the roofing consultant, **Setness Roof Inspection Service, Inc. 2432 W. Benjamin Holt Drive, Stockton, CA 95207 Cell (209) 471-8487, Email Address – wayne@setness.com.** The following sums include all labor, materials, transportation, and services necessary to complete said work, including State of California and local sales or use taxes, licenses or permit fees, if any.

**Awarding of the Job:** The bid will be awarded to the lowest responsible bidder as determined by Liberty Union High School District.

**Base Bid – Liberty High School – “The Main Building & Canopy - Community Education Center”:**

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

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

The Contractor will also figure and include in their Bid to the district for this project, twenty-four (24) additional foreman man hours on the roof to perform any type of work that may be required or desired to be performed by Setness Roof Inspection Service that is not specified in the Contract and therefore would otherwise be a change order. The Contractor will also figure \$1,000 worth of materials to be used for this additional work.



The contractor shall perform any additional approved change orders beyond the 24 foreman hours and \$1,000-worth of materials at the hourly labor rate of one-hundred-twenty-five-dollars (\$125.00). The materials that are approved by Setness Roof Inspection Service, Inc. and/or their Representatives and billed at its cost from the materials company plus a 15% handling charge.

If awarded the Contract, I (we) will begin on **Monday, June 3, 2024**. I (we) will complete the work as described above on or before **Friday, July 26, 2024**. The reroofing project will be properly manned each and every workday (Monday through Friday excluding federal holidays) until the project is 100% complete. Exceptions will be made in case of rain of certain other events and considerations determined by Setness Roof Inspection Service, Inc.

Listed hereunder is the name of each subcontractor and the address of the mill, shop or office of each subcontractor who will perform work or labor or render services to the undersigned in or about the construction of the above-described work in excess of one-half of one percent of the total bid and the portion of said work which will be done by each subcontractor, if the Contractor for the said work is awarded to the undersigned.

The Contractor Is Required To List The Name, Address, Phone, Fax, Contractor License And Classification Type Of All Subcontractors And The Portion Of Work They Are To Perform Along With All Certificates Of Insurance Covering The Subcontractors. Failure To List Any And All Subcontractors Will Disqualify Your Bid:

**Subcontractor #1:**

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**Subcontractor #2:**

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**Subcontractor #3:**

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By Submission of a bid, a bidder certifies possession of duly issued and valid contractor's License issued by the State of California, which license authorizes bidders to contract to perform the type of work required by the Specifications. Should the bidder fail to provide below the number and classification of bidder's State Contractor's License, the Owner may reject this bid therefore.

CONTRACTOR: \_\_\_\_\_

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

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

STATE LICENSE NO: \_\_\_\_\_

STATE LICENSE CLASSIFICATION: \_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

**(NOTE TO BIDDERS:** No bid shall be valid unless signed by the person making the bid. If the party is an individual, the same shall be signed by the individual; if the party is a partnership, the name of the partnership shall be given and signed by one of the partners; if the same is a corporation, the bid should be signed by the corporation by its properly authorized officer or officers.)

ADDENDUMS NOTED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Tab 4

**SUBCONTRACTORS LIST**

Bidder: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Bidder's Authorized Representative(s): \_\_\_\_\_

PROJECT: LIBERTY UNION HIGH SCHOOL DISTRICT – COMMUNITY  
EDUCATION CENTER - THE MAIN BUILDING AND CANOPY ROOF –  
NOT LISTING SUBCONTRACTORS WILL DISQUALIFY YOUR BID.

NAME OF SUBCONTRACTOR	BUSINESS LOCATION/ ADDRESS OF SUBCONTRACTOR	TRADE OR PORTION OF THE WORK

PHOTOCOPY THIS PAGE AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS

PLEASE NOTE: FAILURE TO LIST ALL SUBCONTRACTORS WILL RESULT IN BID  
DISQUALIFICATION.

# Tab 5

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_,  
(Name) (Title) (Contractor Name)  
declare, state and certify that:

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)

# Tab 6

Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

- GENERAL LIABILITY INSURANCE  
PAGE 1



# Tab 7

## NON-COLLUSION AFFIDAVIT

**STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA**

I, \_\_\_\_\_, being first duly sworn, deposes and says  
(Typed or Printed Name)  
that I am \_\_\_\_\_ of \_\_\_\_\_, the  
(Title) (Bidder Name)  
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)	

# Tab 8

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

- ## 1.1

LIBERTY UNION HIGH SCHOOL DISTRICT – COMMUNITY EDUCATION CENTER DRUG FREE WORKPLACE CERTIFICATE  
REV.04.2023 – THE MAIN ROOF AND CANOPY PAGE 1

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)

# Tab 9

## BID BOND

**KNOW ALL MEN BY THESE PRESENT** 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 **LIBERTY UNION HIGH SCHOOL 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 **LIBERTY UNION HIGH SCHOOL DISTRICT – COMMUNITY EDUCATION CENTER – THE MAIN BUILDING AND CANOPY REROOFING PROJECT**.

**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. The Bid Bond shall be in the amount that covers the Base Bid.

**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 Surety)



# Tab 10

**FINGERPRINT CERTIFICATE**

I, \_\_\_\_\_, am the \_\_\_\_\_ of  
(Print Name) (Title)

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

1. I am aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts.

2. I have personal knowledge of and/or have made do and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:

- A. The fingerprints of each person identified on Attachment A have been submitted to the California Department of Justice pursuant to Education Code § 45125.1; and,
- B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment A has not been convicted of a felony, as defined in Education Code § 45122.1, and has no criminal felony proceedings, as defined in Education Code § 45122.1, pending against him or her.

3. The Contractor shall provide additional Fingerprint Certificate for each and every person who is not identified on Attachment A prior to permitting such person(s) access to the Site or to perform any Work at the Site.

4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code § 45125.1, the Contract awarded herein is subject to termination, suspension of payments, or both.

5. I am authorized to execute this Fingerprint Certificate on behalf of the Contractor. All of the statements set forth above and all of the information provided in Attachment A are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment A which would render such statements and/or information to be false or misleading.

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\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Handwritten or Typed Name)

**FINGERPRINT CERTIFICATE  
ATTACHMENT A**

# Tab 11

**SITE VERIFICATION CERTIFICATE**

I, \_\_\_\_\_, am the \_\_\_\_\_ of  
(Print Name) (Title)

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

1. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
2. The Contractor has completed a review at the Site to determine if the Construction Documents are adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents.
3. The Contractor has inspected, measured, surveyed, photographed, tested and/or sampled such objects and operations at the Site as the Contractor deemed necessary to complete its review of the Site.
4. The Contractor has maintained a written log or other documentation of comments or other notations generated in the course of its review, and all such documentation shall be made available to the District for review or reproduction upon the District's reasonable request.
5. The Contractor has determined that the Construction Documents are adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents, with the sole exception of those items set forth in the Site Verification Exceptions, attached to this Site Verification Certificate as Attachment A.
6. All of the statements set forth above and all of the information provided in Attachment A is correct, complete, and accurate
7. I am authorized to execute this Site Verification Certificate on behalf of the Contractor.

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\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Handwritten or Typed Name)

# Tab 12

## **Johns-Manville Approved Roofing Contractor** **Or Equivalent Form**

1. You must be a Johns-Manville Approved Roofing Contractor or equivalent (as determined by Setness Roof Inspection Service, Inc.) to install the specified roofing system.
2. Enclose with your bid, certification from Johns-Manville or equivalent that you are one of its approved Contractors meeting all requirements set forth by the manufacturer.
3. Certification of your status as a Johns-Manville approved roofing contractor or equivalent must be submitted with your bid to The District Service Center for Liberty Union High School District, 19 Oak Street, Brentwood, CA 94513, on **(Tuesday, October 31, 2023, at 10:00 a.m.)**.
4. Include with this certification a list of three guaranteed built-up roofing projects, a minimum of 100 squares in size each, which you have successfully completed in the past five years as an approved roofing contractor, and which are "guaranteed" by the manufacturer at minimum of 10 years.
5. For each of the three guaranteed roofing projects, include the name of the building, the building owner's name, complete address of the building, size of the roof installed on the building, roof specification installed, date of job completion, length of roof guarantee, and the guarantee number or reference number of the reroofing project as issued by the manufacturer.
6. **Please note:** Hereafter the term "Johns-Manville" shall include equivalent built-up type roofing systems as determined by Setness Roof Inspection Service, Inc. Setness Roof Inspection Service, Inc. must approve any equivalent built-up type roof system at least two weeks prior to bid opening. Written authorization by Setness Roof Inspection Service, Inc. is required to submit a bid on the equivalent built-up type roof systems.
7. Upon the successful completion of the project, the Contractor shall provide a Johns-Manville Built-Up Roofing Guarantee. This will be a No Dollar Limit (NDL) guarantee for a term of 20 years. The Contractor must meet all conditions and requirements set forth by Johns-Manville in order to obtain this guarantee. The Contractor must be a Johns-Manville NDL approved contractor.

CONTRACTOR: \_\_\_\_\_

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

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

STATE LICENSE NO: \_\_\_\_\_

STATE LICENSE CLASSIFICATION: \_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.



# **Three Roofing Projects Form**

**Include with this certification a list of three guaranteed built-up roofing projects, a minimum of 100 squares in size each, which you have successfully completed in the past five years as an approved roofing contractor, and which are "guaranteed" by the manufacturer at minimum of 10 years.**

For each of the three guaranteed roofing projects, include the name of the building, the building owner's name, email and phone number of building owner, complete address of the building, size of the roof installed on the building, roof specification installed, date of job completion, length of roof guarantee, and the guarantee number or reference number of the reroofing project as issued by the manufacturer.

## **1. Guaranteed Built-Up Roofing Project One:**

Name of Building: \_\_\_\_\_

Name of Building Owner: \_\_\_\_\_

Email & Phone Number of Building Owner: \_\_\_\_\_

Complete Address of Building: \_\_\_\_\_

Size of Roof Installed on Building: \_\_\_\_\_

Roof Specification Installed: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Length of Roof Guarantee: \_\_\_\_\_

Guarantee of Reference Number: \_\_\_\_\_

## **2. Guaranteed Built-Up Roofing Project Two:**

Name of Building: \_\_\_\_\_

Name of Building Owner: \_\_\_\_\_

Email & Phone Number of Building Owner: \_\_\_\_\_

Complete Address of Building: \_\_\_\_\_

Size of Roof Installed on Building: \_\_\_\_\_

Roof Specification Installed: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Length of Roof Guarantee: \_\_\_\_\_

Guarantee of Reference Number: \_\_\_\_\_

**3. Guaranteed Built-Up Roofing Project Two:**

Name of Building: \_\_\_\_\_

Name of Building Owner: \_\_\_\_\_

Email &amp; Phone Number of Building Owner: \_\_\_\_\_

Complete Address of Building: \_\_\_\_\_

Size of Roof Installed on Building: \_\_\_\_\_

Roof Specification Installed: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Length of Roof Guarantee: \_\_\_\_\_

Guarantee of Reference Number: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

STATE LICENSE NO: \_\_\_\_\_

STATE LICENSE CLASSIFICATION: \_\_\_\_\_

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

# **Three Coating Projects Form**

**Include with this form, a list of three roof coating projects, a minimum of 100 squares in size each, which you have successfully coated in the past five years with a white elastomeric roof coating.**

For each of the three roof coating projects, include the name of the building, the building owner's name, email and phone number of building owner, complete address of the building, size of the roof coating project, type of roof coating applied, date of job completion.

## **1. Roof Coating Project One:**

Name of Building: \_\_\_\_\_

Name of Building Owner: \_\_\_\_\_

Email & Phone Number of Building Owner: \_\_\_\_\_

Complete Address of Building: \_\_\_\_\_

Size of Roof Coating Project: \_\_\_\_\_

Type of Roof Coating Applied: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

## **2. Roof Coating Project Two:**

Name of Building: \_\_\_\_\_

Name of Building Owner: \_\_\_\_\_

Email & Phone Number of Building Owner: \_\_\_\_\_

Complete Address of Building: \_\_\_\_\_

Size of Roof Coating Project: \_\_\_\_\_

Type of Roof Coating Applied: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

**3. Roof Coating Project Three:**

Name of Building: \_\_\_\_\_

Name of Building Owner: \_\_\_\_\_

Email &amp; Phone Number of Building Owner: \_\_\_\_\_

Complete Address of Building: \_\_\_\_\_

Size of Roof Coating Project: \_\_\_\_\_

Type of Roof Coating Applied: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

STATE LICENSE NO: \_\_\_\_\_

STATE LICENSE CLASSIFICATION: \_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

# Tab 13

## Certificate Of Registration with the Department of Industrial Relations

I, \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_,  
(Name) (Title) (Contractor Name)

declare, state and certify that the company that I represent is properly registered with  
the State of California, Department of Industrial Relations:

Registration Number: \_\_\_\_\_

Date of Expiration: \_\_\_\_\_

I declare, state and certify that I will follow all rules, regulations and requirements as set  
forth by the State of California and the Department of Industrial Relations.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)

\_\_\_\_\_  
(Date)

# Tab 14

## AGREEMENT

**THIS AGREEMENT** is made this [ ] day of [ ], 20[ ], in the City of Brentwood, County of Contra Costa, State of California, by and between **LIBERTY UNION HIGH SCHOOL DISTRICT**, a California School District hereinafter "District" and [ ] ("Contractor").

**WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **REROOFING PROJECT – LIBERTY UNION HIGH SCHOOL DISTRICT – COMMUNITY EDUCATION CENTER – THE MAIN BUILDING AND CANOPY.**

1. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the **SETNESS ROOF INSPECTION SERVICE, INC. ("Roofing Consultant")** and other Contract Documents enumerated below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. **Contract Time.** The Work shall be commenced on Monday, June 3, 2024, as stated in the District's Notice to Proceed; the Contractor shall achieve Total Completion of the Work (100%) by Friday, July 26, 2024, as set forth in the Contract Documents.

3. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of [ ] Dollars (\$[ ]). The Contract Price is based upon the Contractor's Base Bid Proposal and the following Alternate Bid Items, if any: [ ]. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

4. **Liquidated Damages.** If the Contractor fails to achieve Total Completion of the Work (100% Of The Project) within the Contract Time, including adjustments thereto authorized by the Contract Documents, the Contractor will be subject to an assessment of Liquidated Damages in accordance with the Contract Documents which will amount to \$2,500.00 per calendar day. Failure of the Contractor to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items will result in the District's assessment of Liquidated Damages in accordance with the Contract Documents.



**5. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents.

- |  |  |
|--|--|
| 1) Notice to Contractors Calling for Bids  | 2) Instructions for Bidders                  |
| 3) Bid Proposal Form                       | 4) Subcontractors List                       |
| 5) Certification of Workers Compensation   | 6) Certification General Liability Insurance |
| 7) Non-Collusion Affidavit                 | 8) Drug-Free Workplace Certificate           |
| 9) Bid Bond                                | 10) Fingerprint Certificate                  |
| 11) Site Verification Certificate          | 12) Approved Contractor, Roofing Projects    |
| 13) Certification of Registration with DIR | 14) Agreement                                |
| 15) Performance Bond                       | 16) Payment Bond                             |
| 17) Guarantee                              | 18) Cal Osha – Safety Information            |
| 19) Cal Osha Certification                 | 20) Time of Completion Certification         |
| 21) Liquefied Damaged Certification        | 22) Labor Compliance Program Manual          |
| 23) Special Conditions                     | 24) General Conditions                       |
| 25) Roofing Specifications / BU System     | 26) Plot Plan Of Community Education         |
| 27) Skylight Replacement Specifications    | 28) Roof Project Information & Details       |
| 29) Asbestos Testing Reports               | 30) Other Information                        |

**6. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**"DISTRICT"**

Liberty Union School High District,  
a California School District

**"CONTRACTOR"**

Name of Contractor

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

# Tab 15

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENT** that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto **LIBERTY UNION HIGH SCHOOL 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 Education has awarded to the Principal a Contract for the Work described as **LIBERTY UNION HIGH SCHOOL DISTRICT-COMMUNITY EDUCATION CENTER REROOFING PROJECT – THE MAIN BUILDING AND CANOPY**.

**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 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 Obligee 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 Obligee 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 Obligee's rights hereunder; Surety hereby waives notice from the Obligee 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 Obligee'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 Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee 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 Oblige within the time provided for hereinabove, the Oblige 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 Oblige for all damages and costs sustained by the Oblige 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 Oblige 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 Oblige, the Surety shall pay to the Oblige all costs, expenses and fees incurred by the Oblige 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)

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

# Tab 16

## PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENT** that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto **LIBERTY UNION HIGH SCHOOL 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 Education has awarded to the Principal a Contract for the Work described as **LIBERTY UNION HIGH SCHOOL DISTRICT-COMMUNITY EDUCATION CENTER REROOFING PROJECT – THE MAIN BUILDING AND CANOPY**.

**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 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 Oblige 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 Surety)

# Tab 17



## GUARANTEE

**District:** LIBERTY UNION HIGH SCHOOL DISTRICT

**Project Name:** COMMUNITY EDUCATION CENTER RE-ROOFING PROJECT – THE MAIN BUILDING AND CANOPY

**Contractor Name:**

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Dated: \_\_\_\_\_

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

(Signature)

\_\_\_\_\_  
(Typewritten or Handwritten Name)

\_\_\_\_\_  
(Title)

# Tab 18

CA

# Department of Industrial Relations

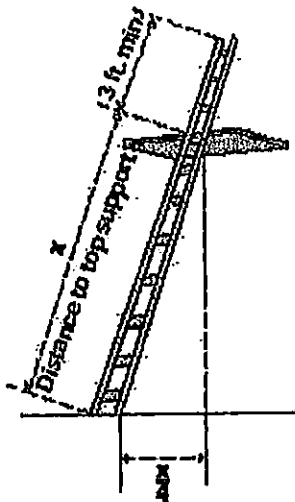


## Portable Ladder Safety *tool*

[General Information](#) | [Regulations](#) | [Design and Construction](#) | [Ladder Selection](#) |  
[Inspection, Use, and Maintenance](#) | [Employee Training](#) | [Resources](#)

[Contact Cal/OSHA](#) [Disclaimer](#)

## Regulations



In California, Portable Ladder Safety is regulated by Title 8 California Code of Regulations (T8CCR) Sections 1675, 3276, 3287, and 3413. American National Standard Institute (ANSI) standards A14.1-2007, A14.2-2007, A14.5-2007 and A14.10 are mentioned in 3276.

**Note:** Standard A14.10 has been incorporated in A14.2-2007 and A14.5-2007.

The following specific requirements apply to portable ladder safety. For a complete list of requirements, see Title 8 California Code of Regulations.

**A. In construction, except where either permanent or temporary stairways or suitable ramps or runways are provided, ladders shall be used to give safe access to all elevations. 1675(a)**



**B. General requirements for portable ladders are as follows:**

1. Portable ladders in construction shall comply with T8 CCR 3276. 1675(b)
2. Design and construction of portable ladders shall comply with T8 CCR 3276(c).
3. Extension ladders shall comply with 3276.
4. All portable metal ladders and wood ladders shall comply with 3276.
5. Portable reinforced plastic ladders shall comply with 3276.

**C. Portable ladders are generally designed for one-person use to meet the requirements of the person, the task, and the environment. When selecting a ladder for use, consider the ladder length, height, the working load, the duty rating, worker position, and how often the ladder is used. 3276(d)(1)(B)**

**D. Double-cleat ladders are required for two-way traffic or when 25 or more employees are using a ladder. Double-cleat ladders shall not exceed 24 feet in length. 1629(c)**

**E. Maximum lengths of portable ladders shall not exceed the following: 3276(e)(16)(D)**

Ladder Type	Maximum Length (Feet)
Step Ladder	20
Two-section extension ladder (wood)	60
Two-section extension ladder (metal)	48
Three-section extension ladder (metal)	60
Two-section extension ladder (reinforced plastic)	72
Painter's step ladder	12
Cleat ladder	30
Single ladder	30

**F. Minimum overlap in two section portable extension ladders shall not be less than the following: 3276(e)(16)(E)**

Ladder Size (Feet)	Minimum Overlap (Inches)
Up to and including 32	36
Over 32, up to and including 36	46
Over 36, up to and including 48	58
Over 48, up to and including 60	70

Any questions? Talk to me.

**G. Portable ladders shall be used according to the following duty class.....**

Duty Rating	Ladder Type	Working Load (Pounds)
Special Duty	IAA	375



Extra Heavy-Duty	IA	300
Heavy-Duty	I	250
Medium-Duty	II	225
Light-Duty	III	200

**H. All portable ladders used in outdoor advertising structures shall be at least Type I, Type IA or Type IAA as designed and constructed in accordance with T8 CCR 3276. 3413(a)**

**I. Inspection and maintenance requirements for portable ladders are below:**

1. Ladders shall be maintained in good condition at all times. 3276(e)(1)
2. Metal ladders shall not be exposed to acid or alkali materials that are capable of corroding the ladder and reducing the ladder's strength, unless recommended otherwise. 3276(e)(1)
3. Ladders shall be inspected by a Qualified Person for visible defects frequently and after any occurrence that could affect their safe use. 3276(e)(2)
4. Remove ladders that have developed defects such as broken or missing steps, rungs, cleats, safety feet, side rails, or other defects from service, and tag or mark them with "Dangerous, Do Not Use". 3276(e)(3)
5. All ladders shall be free of oil, grease, or slippery materials. Wood ladders shall not be painted with other than a transparent material. 3276(e)(4),(5)

**J. Prohibited uses of portable ladders are given below:**

1. Ladders shall not be used as a brace, skid, guy or gin pole, gang-way, or for uses they were not intended, unless recommended by the manufacturer. 3276(e)(16)
2. Do not place planks on the top step or top cap. 3276(e)(16)(B)
3. Step ladders shall not be used as single ladders or in the partially closed position. 3276(e)(16)(C)

**K. To safely use portable ladders employees must also follow the requirements noted below:**

1. All portable ladders used for window washing shall be equipped with nonslip devices. Middle and top sections shall not be used as bottom sections unless equipped with nonslip bases. 3287(b)(2)
2. Portable ladders shall not be overloaded when used. 3276(e)(6)
3. The base of ladders shall be placed on a secure and level footing. Ladders shall not be placed on unstable bases. 3276(e)(7)
4. Ladders shall not be used on ice, snow or slippery surfaces unless  
(7)
5. The top of non self supporting ladder shall be placed with two ra  
single support attachment is provided and used. 3276(e)(8)
6. Non self supporting ladders shall, where possible, be used so that the horizontal distance f  
the top support to the foot of the ladder is one-quarter of the working length of the ladder  
3276(e)(9)

Any questions? Talk to me.

x



7. The ladder shall be so placed as to prevent slipping, or it shall be tied, blocked, held, or otherwise secured to prevent slipping. 3276(e)(9)
8. Ladders shall not be used in a horizontal position as platforms, runways, or scaffolds unless designed for such use. 3276(e)(9)
9. When two or more separate ladders are used to reach an elevated work area, the ladders shall be offset with a platform or landing between the ladders (see exceptions). 3276(e)(10)
10. Extend ladder side rails to at least 3 ft. above the landing unless handholds are provided. 1629(c)(3), 3276(e)(11)
11. Do not tie ladders together to provide longer sections unless the ladders are designed for such use and equipped with the necessary hardware fittings. 3276(e)(12)
12. Extension ladders shall be erected so that the top section is above and resting on the bottom section with the rung locks engaged. 3276(e)(13)
13. Do not place ladders in passageways, doorways, driveways, or any location where they may be displaced unless protected by barricades or guards. 3276(e)(14)
14. Climb or work with the body near the middle of the step or rung and do not overreach from this position. To avoid overreaching, the employee shall descend and reposition the ladder. 3276(e)(15)(A)
15. Employees shall be prohibited from carrying equipment or materials which prevent the safe use of ladders. 3276(e)(15)(B)
16. Face the ladder while climbing and descending, and maintain contact with the ladder at three-points at all times. 3276(e)(15)(C)
17. Do not stand and work on the top three rungs of a single or extension ladders. 3276(e)(15)(D)
18. Employees shall not stand on the top-cap or the step below the top-cap of a stepladder. 3276(e)(15)(E)
19. Do not use the X-bracing on the rear section of a stepladder for climbing unless the ladder is so designed and provided with steps for climbing on both front and rear sections. 3276(e)(15)(F)
20. Ladders shall not be moved or extended while occupied, unless designed and recommended by the manufacturer. 3276(e)(15)(G)
21. Portable rung ladders with reinforced rails shall be used only with the metal reinforcement on the underside. 3276(e)(17)
22. Non-conductive ladders shall be used in locations where the ladder or user may contact unprotected energized electrical conductors or equipment. Conductive ladders shall be legibly marked with signs reading "CAUTION-- DO NOT USE AROUND EL equivalent. 3276(e)(18)
23. The area around the top and bottom of a ladder shall be kept clear.

Any questions? Talk to me.

**L. The following are training requirements for employees using portable ladders: 3276(f)**

1. Employees shall be trained in the safe use of ladders before using them. 3276(f)



2. Supervisors of employees who routinely use ladders shall also be trained in ladder safety training. 3276(f)
3. The training may be provided as part of the employer's IIP Program (T8 CCR 3203). 3276(f)
4. The training shall address the following topics, unless the employer demonstrates that a topic is not applicable to the workplace:
  - a. Importance of using ladders safely including injuries due to falls from ladders. 3276(f)(1)
  - b. Selection of ladders, including types, proper length, maximum working loads, and electrical hazards. 3276(f)(2)
  - c. Maintenance, inspection, and removal of damaged ladders from service. 3276(f)(3)
  - d. Erecting ladders including footing support, top support, securing, and angle of inclination. 3276(f)(4)
  - e. Climbing and working on ladders including user's position and points of contact with the ladder. 3276(f)(5)
  - f. Causes of falls, including haste, sudden movement, lack of attention, footwear, and user's physical condition. 3276(f)(6)
  - g. Prohibited uses including climbing on cross bracing, uses other than designed, exceeding maximum lengths, and not meeting minimum overlap requirements. 3276(f)(7)

x  
Any questions? Talk to  
me.





## Fall Protection in Construction

Falls are among the most common reasons for workplace injuries and fatalities in California. Falls generally occur when employees are working at an elevated height and are not adequately protected. Some examples include employees working on elevated work surfaces, ladders, stairs, scaffolds, aerial devices, roofs, bridges, trusses, beams, purlins, plates, suspended staging, catwalks and walkways.

Falls in construction frequently involve slippery, cluttered, or unstable walking/working surfaces, unprotected edges, floor holes or wall openings, unsafely positioned ladders, and misuse of fall protection devices.

### Key Cal/OSHA Requirements

Title 8 of California Code of Regulations (T8 CCR) specifies many requirements for fall protection in construction. Below are selected regulations that contain fall protection requirements. Refer to T8 CCR for the complete set of requirements.

#### Selected T8 CCR Sections

<b>1541</b>	Fall protection in excavation work
<b>1610.7</b>	Fall protection in cranes and derricks in construction
<b>1620</b>	Design and construction of guard rails
<b>1669</b>	General fall protection
<b>1670</b>	Personal fall arrest systems, personal fall restraint systems and positioning devices
<b>1671</b>	Safety nets
<b>1671.1</b>	Fall protection plan
<b>1671.2</b>	Controlled access zones and safety monitoring systems
<b>1710</b>	Fall protection for erection of steel structures
<b>1711</b>	Fall protection for reinforcing steel operations in concrete construction
<b>1712</b>	Fall protection for impalement hazards
<b>1716.1</b>	Fall protection in structural wood framing systems
<b>1716.2</b>	Fall protection in wood and light-gauge steel frame construction in residential/light commercial work
<b>1724</b>	Fall protection in general roofing operations
<b>1730</b>	Fall protection in roofing operations
<b>31</b>	Fall protection for roofing work on new tract homes with roof slopes 3:12 or greater

- **3648** - fall protection while working with aerial device
- **3642** - fall protection while working on elevated platform
- **3208, 3210** - fall protection with guardrails
- **3212** - fall protection while working around floor openings, roof openings, and skylights
- **3292** - fall protection while working on powered platforms

### Helpful Safety Information

- Fall protection trigger heights must be observed at all times:
  - 2 stories or 30' whichever is less: Connecting structural steel (Iron workers)
  - 20': Most roofing work
  - 15': Panelized roof systems, residential framing and roofing activities, work on 4" nominal or wider structural members and other than connecting steel (Iron workers)
  - 7 1/2': Work on unprotected platforms, scaffolds, or edges of structures (within 6')
  - 6': Work with rebar/ or similar projections (rod busters)
- Structural wood framing workers working near a leading edge must be protected from falls of 15' or more by one or more of these:
  - Guardrails; Safety Nets; Personal Fall Protection System
  - Parapets at least 24" high; Fall Protection Plan
- Most roofing work requires fall protection over 20'.
- Work on residential tract homes requires fall protection over 15'.
- 100% tie-off (protection from falls at all times, even when moving from point to point) must be provided while using personal fall protection. Sometimes this may require using two lanyards.
  - Note:** Point to point travel on rebar is allowed without fall protection for heights up to 24 feet.
- In steel erection work, Iron workers must use personal fall protection where fall distance exceeds:
  - > 30', while performing structural steel connecting work
  - > 15', while performing work other than connecting
- In metal decking work, workers must be protected from falls of 15' or more by one or more of these:
  - Guardrails; Safety Nets; Personal Fall Protection; Fall Protection Plan
- Workplace must be kept in good housekeeping order and free of debris and tripping hazards.
- Knots should never be tied in lanyards or rope grabs.



In addition, fall protection is addressed in other regulations that are not limited to construction activities, such as the T8 CCR regulations highlighted below:

## Fall Protection Systems

There are 2 basic fall protection systems:

**Passive Systems - Fall Prevention** - Guardrails, safety nets, floor covers, catch platforms, etc.

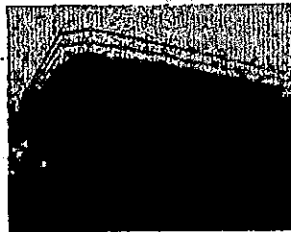
- **Active Systems - Personal Fall Protection** - Safety belts and body harnesses.

Passive systems, such as guardrails, are the preferred system of fall protection. If passive systems cannot be utilized, then personal fall protection is required.

### Common Passive Systems

**Guardrails** are required at 7½' high on open:

- Edges of floors and roofs
- Scaffolds
- Runways, ramps
- Elevated platforms



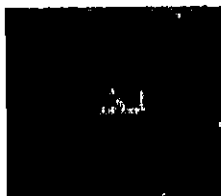
Major design specifications:

- Constructed of wood or equivalent material.
- Top rail at 42" to 45" and a midrail.
- Wooden posts must be no more than 8' apart.
- Top rail must withstand 200 lbs load in any direction.

**Safety nets** are good for high entry ways and cathedral ceiling areas of residential homes. They must be installed according to manufacturer's instructions.



**Floor covers** need to be provided for all floor openings, hatchways, floor holes, and skylight openings regardless of the fall heights. Floor openings can be alternatively guarded by guardrails.



**Wall openings** that are greater than 30" high and 18" wide need to be protected with guardrails when the bottom of the opening is less than 36" above the working surface and the fall is more than 4'.



**Ladder openings** need to be guarded with off-set guardrails or swinging gate must be provided.



### Common Active Systems

**Components of an active personal fall protection system:**

- Anchorage point must support adequate loads.
- Harness (or body belt for fall restraint or positioning) must be worn as per manufacturer instructions.
- Connector (lanyard) must be adjusted so worker will not reach the ground below.
- Free fall distance must never exceed 6 feet.



**Types of active personal fall protection systems:**

1. Personal Fall Arrest System
2. Personal Fall Restraint System
3. Positioning Devices

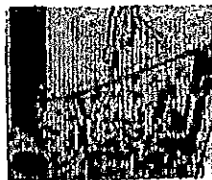
#### Personal Fall Arrest System

- Use harnesses, not body belts
- Use shock absorbing lanyard with 2 locking snap hooks.
- Anchorage point must support 5,000 lbs.
- Inspect before use.
- Inspect & document each system at least twice a year.
- Plan for a prompt rescue.



#### Personal Fall Restraint System

- The fall restraint equipment should be set and adjusted so there is no free fall over the edge.
- A harness or body belt may be used
- The anchorage point must support 4 times the intended load.



#### Positioning Devices

- A harness or body belt may be used
- The device must be set and adjusted so there is no more than 2' free fall.
- The anchorage point must support 2 times the intended load or 3,000 lbs, whichever is greater.



#### Contacting Cal/OSHA Consultation Services

Publications: [www.dir.ca.gov/oshacommunications](http://www.dir.ca.gov/oshacommunications)

Consultation Programs: [www.dir.ca.gov/oshacommunications](http://www.dir.ca.gov/oshacommunications)

Toll-free Number: 1-800-963-3424

On-site Assistance Program Area Offices:

San Francisco Area: 415-974-4500 San Diego Area: 619-767-2060

San Jose Area: 408-283-9704 San Bernardino Area: 909-383-4567

San Francisco Area: 415-974-4500 San Bernardino Area: 909-383-4567

San Bernardino Area: 909-383-4567 San Bernardino Area: 909-383-4567

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- : Subchapter 4. Construction Safety Orders
- : Article 30. Roofing Operations and Equipment

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[New query](#)

## **§1730. Roof Hazards.**

(a) During roofing operations the employer shall comply with the provisions of Section 1509 and employees shall be trained and instructed in accordance with the provisions of Section 1510 of these orders.

(b) Slopes 0:12 to 4:12 -Single-Unit (Monolithic) Roof Coverings.

(1) Employees shall be protected from falls from roofs of a height of more than 20 feet by use of one or a combination of the methods in this section. Whenever felt laying machines or other equipment that is pulled by an operator who walks backwards is being used, this provision shall apply regardless of the height.

(2) Warning lines consisting of rope, wire or similar material, flagged with highly visible material hanging from the warning lines at approximately 6-foot intervals, shall be installed 34 to 45 inches above the roof surface to warn employees that they are approaching the edge of the roof.

(A) The stanchions (portable or fixed) supporting the warning lines shall be designed and installed to minimize tip over or displacement under normal working conditions.

(B) Warning lines shall have a minimum tensile strength of 500 pounds.

(C) The line shall be attached at each stanchion in such a way that pulling on one section of the line between stanchions will not result in slack being taken up in adjacent sections before the stanchion tips over.

(3) Unless conditions prohibit, headers consisting of sheets of roofing or other roofing materials shall also be laid parallel to the edges of the roof to warn employees that they are approaching the edge of the roof.

(4) The warning lines and headers shall be placed no closer than 5 feet from the roof edge.

(5) When using felt-laying machines or other equipment that is pulled by an operator who walks backwards or motorized equipment on which the operator rides, the headers shall be placed no closer than 10 feet and the warning lines shall be placed no closer than 5 feet from those roof edges that are perpendicular (or nearly so) to the direction in which the operator is moving and when conditions prohibit the use of headers, the warning lines shall be placed no closer than 10 feet from those roof edges that are perpendicular (or nearly so) to the direction in which the operator is moving.

(6) The warning lines and headers shall be erected either around the complete perimeter of the roof or only in areas of the roof where work is being accomplished, so long as the warning lines and headers are moved as the

work progresses in such a manner as to provide continuous warning to employees in the work area when they approach the roof edge. Access paths shall be erected as follows:

(A) Points of access, materials handling areas and storage areas shall be connected to the work area by a clear access path formed by two warning lines.

(B) When the path to a point of access is not in use, a rope, wire, or chain, equal in strength and height to the warning line, shall be placed across the path at the point where the path intersects the warning line erected around the work area.

(7) Employees shall be instructed to stay inside the warning lines and headers except when work must be performed at the roof edge.

(8) Application of materials outside the warning lines shall be closely supervised by a qualified person.

(9) On narrow roofs and roofs of unusual shape where warning lines and headers would be impractical, the application of materials shall be closely supervised by a qualified person.

(10) When a felt-laying machine or any other equipment that is pulled by an operator who walks backwards is being used, the operator shall be no closer than 3 feet to the roof edges that are parallel (or nearly so) to the direction in which the operator is moving. Motorized equipment on which the operator rides shall not be used or stored between the warning line and the roof edge.

Note: The provisions of subsection (b) do not apply when employees are protected by the use of one or a combination of the following methods:

Personal Fall Protection [Section 1724(f)].

Catch Platforms [Section 1724(c)].

Scaffold Platforms [Section 1724(d)].

Eave Barriers [Section 1724(e)].

Standard Railings and Toeboards (Article 16).

Parapets at least 24 inches high; except that at those job sites where felt-laying machines or other equipment that is pulled by an operator who walks backwards or motorized equipment on which the operator rides is being used, the provisions of this subsection shall not apply provided that the parapet is 36 inches or more in height at those roof edges which are perpendicular (or nearly so) to the direction in which the equipment is moving.

(c) Slopes Greater Than 4:12 -Single-Unit (Monolithic) Roof Coverings. Employees shall be protected from falls from roofs of a height of more than 20 feet by use of one or a combination of the following methods:

(1) Parapets, 24 inches or higher.

(2) Personal Fall Protection [Section 1724(f)].

(3) Catch Platforms [Section 1724(c)].

(4) Scaffold Platforms [Section 1724(d)].

(5) Eave Barriers [Section 1724(e)].

(6) Standard Railings and Toeboards (Article 16).

Note: The provisions of this subsection (c) do not apply under the following conditions:

At those job sites where motorized equipment on which the operator rides which has been designed for use on roofs of slopes greater than 4:12 is being used if the parapet is 36 inches or more in height at those roof edges which are perpendicular (or nearly so) to the direction in which the equipment is moving.

(d) Equipment Hazards on Sloped Roofs -Single-Unit (monolithic) Roof Coverings. Equipment that is pulled by an operator who walks backwards shall not be used on a roof having a slope greater than 4:12.

(e) Slopes 0:12 Through 5:12 -Multiple-Unit Roof Coverings. Employees shall be protected from falls from roofs that are of a height of more than 20 feet by the use of a roof jack system as provided in Section 1724(a), a minimum of 24- inch high parapet, or other method affording equivalent protection.

(f) Slopes Greater Than 5:12 -Multiple-Unit Roof Coverings. Employees shall be protected from falls from roofs that are of a height of more than 20 feet by one or a combination of the following methods:

(1) A parapet at least 24 inches high.

(2) Personal Fall Protection [Section 1724(f)].

(3) Catch Platforms [Section 1724(c)].

(4) Scaffold Platforms [Section 1724(d)].

(5) Eave Barriers [Section 1724(e)].

(6) Roof Jack Systems [Section 1724(a)] (Safety lines shall be required in conjunction with roof jack systems on roofs steeper than 7:12)

Note: For purposes of Section 1730, the height measurement shall be determined by measuring the vertical distance from the lowest edge of the roof or eaves to the ground or level below. The height of parapets shall not be included in the roof height measurements.

Exception to Section 1730: Section 1731 applies instead of Section 1730 for roofing work on new production-type residential construction with roof slopes 3:12 or greater.

<General Materials (GM) - References, Annotations, or Tables>

Note: Authority cited: Section 142.3, Labor Code. Reference: Section 142.3, Labor Code.

## HISTORY

1. Amendment of subsections (b)(5) and (b)(9) filed 7-3-80; effective thirtieth day thereafter (Register 80, No. 27).
2. Amendment of subsection (b) filed 8-6-81; effective thirtieth day thereafter (Register 81, No. 32).
3. Amendment of subsections (b)(1), (c), (e) and (f) filed 10-30-81; effective thirtieth day thereafter (Register 81, No. 44).
4. Amendment of subsection (a) filed 12-15-86; effective thirtieth day thereafter (Register 86, No. 51).
5. Editorial correction of subsection (c)(5) (Register 95, No. 41).
6. Amendment of subsections (b)(10), (c)(2) and (f)(2) filed 7-2-98; operative 8-1-98 (Register 98, No. 27).

# EMPLOYER SAMPLE PROCEDURES FOR HEAT ILLNESS PREVENTION

Cal/OSHA Publications Unit

Rev. May 2019



California employers with any outdoor places of employment must comply with the Heat Illness Prevention standard, California Code of Regulations, title 8, section 3395 (8 CCR 3395). These procedures have been created to assist employers in establishing their own heat illness prevention procedures and to reduce the risk of work-related heat illnesses to their employees.

These procedures are not intended to supersede or replace the application of any other title 8 sections, particularly 8 CCR 3203, Injury and Illness Prevention Program (IIPP), which requires an employer to establish, implement, and maintain an effective IIPP. You may integrate your heat illness prevention procedures into your IIPP. You must also be aware that other standards also apply to heat illness prevention, such as the construction, agriculture, and general industry requirements to provide drinking water, first aid, and emergency response.

**Note:** These procedures describe the minimum essential heat illness prevention steps applicable to most outdoor work settings. In work environments where there is a higher risk for heat illness (e.g., during a heat wave or other severe working or environmental conditions), you must exercise greater caution and employ protective measures beyond what is listed in this document, as needed to protect employees.

To effectively establish your company procedures, carefully review the key elements listed in this document, as well as the examples provided, then develop written procedures applicable to your workplace. The Heat Illness Prevention Plan must be written in English and the language understood by the majority of the employees and must be available at the worksite. Implement procedures, train employees and supervisors on your company procedures, and follow-up to ensure your procedures are fulfilled.

To tailor these procedures to your work activities, evaluate and consider the specific conditions present at your site such as:

1. The size of the crew.
2. The length of the work-shift.
3. The ambient temperature (which can either be taken using a simple thermometer or estimated by monitoring the weather).

4. Additional sources of heat or the use of personal protective equipment that may increase the body's heat burden.
5. Again, these sample procedures do not include every workplace scenario so it is crucial that you take into account and evaluate conditions found in your individual workplace that are likely to cause a heat illness.

**Mandatory requirements for written procedures must also do the following:**

1. Identify the person(s) responsible for the particular task(s) (e.g., supervisor, foreman, safety coordinator, crew leader).
2. Describe in detail the steps required to carry out the task and ensure that the task is accomplished successfully, including the number and size of water containers and shade structures; distance to their placement; and frequency of water replenishment, water breaks/reminders, weather-tracking, etc. For additional information, see the Enforcement Q&A.
3. Specify how you will communicate these procedures to your employees, particularly the person(s) assigned to be responsible for them, and how you will verify that the procedures and instructions are being followed.

(Employer's Name)

The following designated person(s) (e.g., program administrator, safety coordinator, supervisor, foreman, field supervisor, crew leader) has (have) the authority and responsibility for implementing the provisions of this program at this worksite.

Name/Title/Phone Number

1.

2.

3.

4.

5.

**Instructions:** Choose the items below that are applicable to your work operations for water and shade provision, high heat procedures, acclimatization methods, and emergency procedures, and add additional language to specify how your company intends to implement these provisions at the job site.

#### **Procedures for the Provision of Water:**

☐ Drinking water containers (5 to 10 gallons each) will be brought to the site so that at least two quarts per employee are available at the start of the shift. All employees, whether working individually or in smaller crews, will have access to drinking water.

☐ Paper cones or bags of disposable cups and the necessary cup dispensers will be made available to employees and will be kept clean until used.

☐ As part of the Effective Replenishment Procedures, the water level of all containers will be checked periodically (e.g., every hour, every 30 minutes) and more frequently when the temperature rises. Water containers will be refilled with cool water when the water level within a container drops below 50 percent. Additional water containers (e.g., five-gallon bottles) will be delivered to replace water as needed.

☐ Water will be fresh, pure, suitably cool, and provided to employees free of charge. Supervisors will visually examine the water and pour some on their skin to ensure that the water is suitably cool. During hot weather, the water must be cooler than the ambient temperature, but not so cool as to cause discomfort.

☐ Water containers will be located as close as practicable to the areas where employees are working (depending on the working conditions and layout of the worksite) to encourage the frequent drinking of water. If field terrain prevents the water from being placed within a reasonable distance from the employees, bottled water or personal water containers will be made available so that employees can have drinking water readily accessible.

☐ Since water containers are smaller than shade structures, they can be placed closer to employees



than shade structures. Placing water only in designated shade areas or where toilet facilities are located is not sufficient. When employees are working across large areas, water will be placed in multiple locations. For example, on a multi-story construction site, water will be placed in a safely accessible location on every floor where employees are working.

☐ All water containers will be kept in a sanitary condition. Water from non-approved or non-tested water sources (e.g., untested wells) is not acceptable. If hoses or connections are used, they must be approved for potable drinking water systems, as shown on the manufacturer's label.

☐ Daily, employees will be reminded of the location of the water coolers and of the importance of drinking water frequently. When the temperature exceeds, or is expected to exceed, 80 degrees Fahrenheit, brief "tailgate" meetings will be held with employees each morning to review the importance of drinking water, the number and schedule of water and rest breaks, and the signs and symptoms of heat illness.

☐ Audible devices, such as whistles or air horns, will be used to remind employees to drink water.

☐ When the temperature equals or exceeds 95 degrees Fahrenheit, or during a heat wave, pre-shift meetings will be conducted before the commencement of work to both encourage employees to drink plenty of water and to remind employees of their right to take a cool-down rest when necessary. Additionally, the number of water breaks will be increased. Supervisors/foremen will lead by example and remind employees throughout the work shift to drink water.

☐ Individual water containers or bottled water provided to employees will be adequately identified to eliminate the possibility of drinking from a co-worker's container or bottle.

In addition to the procedures above, the employer will ensure the provision of water using the following procedures:

- 1.
- 2.
- 3.
- 4.

#### **Procedures for Access to Shade:**

☐ Shade structures will be opened and placed as close as practicable to the employees when the temperature equals or exceeds 80 degrees Fahrenheit. When the temperature is below 80 degrees Fahrenheit, access to shade will be provided promptly, when requested by an employee.

**Note:** The interior of a vehicle may not be used to provide shade unless the vehicle is air-conditioned and the air conditioner is on.

☐ Enough shade structures will be available at the site to accommodate all of the employees who are on a break at any point in time. During meal periods, there will be enough shade for all employees who choose to remain in the general area of work or in areas designated for recovery and rest periods. (Employers may rotate employees in and out of meal periods, as with recovery and rest periods.)

☐ Daily, employees will be informed of the location of the shade structures and will be encouraged to take a five-minute cool-down rest in the shade. An employee who takes a preventative cool-down rest break will be monitored and asked if they are experiencing symptoms of heat illness. In no case will the employee be ordered back to work until signs or symptoms of heat illness have abated (see the section on Emergency Response for additional information).

☐ As crews move, shade structures will be relocated to be placed as close as practicable to the employees so that access to shade is provided at all times. All employees on a recovery or rest break or a meal period will have full access to shade so they can sit in a normal posture without having to be in physical contact with each other.

☐ Before trees or other vegetation are used to provide shade (such as in orchards), the thickness and shape of the shaded area will be evaluated to ensure that sufficient shadow is cast to protect employees.

☐ In situations where it is not safe or feasible to provide access to shade (e.g., during high winds), a note will be made of these unsafe or unfeasible conditions and alternative procedures will be used to provide access to shade upon request. (Below, describe the alternative procedure for access to shade.)

☐ For non-agricultural employers, cooling measures other than shade (e.g., use of misting machines) are provided in lieu of shade if these measures are demonstrably as effective as shade in allowing employees to cool, and of the steps that will be taken to provide alternative cooling measures but with equivalent protection as shade.

In addition to the procedures above, the employer will ensure access to shade using the following procedures:

- 1.
- 2.
- 3.
- 4.

#### **Procedures for Monitoring the Weather:**

☐ The supervisor will be trained and instructed to check in advance the extended weather forecast. Weather forecasts can be checked with the aid of the Internet (<http://www.nws.noaa.gov/>), by calling the National Weather Service phone numbers (see CA numbers below), or by checking the Weather Channel TV Network. The work schedule will be planned in advance, taking into consideration whether high temperatures or a heat wave is expected. This type of advanced planning should take place whenever the temperature is expected to reach 70 degrees Fahrenheit or higher.

#### **CALIFORNIA Dial-A-Forecast**

- Eureka 707-443-7062
- Hanford 559-584-8047
- Los Angeles 805-988-6610 (#1)
- Sacramento 916-979-3038

## CALIFORNIA Dial-A-Forecast

- San Diego 619-297-2107 (#1)
- San Francisco 831-656-1725 (#1)

☐ Prior to each workday, the forecasted temperature and humidity for the worksite will be reviewed and will be compared against the National Weather Service Heat Index to evaluate the risk level for heat illness. Determination will be made of whether or not employees will be exposed to a temperature and humidity characterized as either "extreme caution" or "extreme danger" for heat illnesses. It is important to note that the temperature at which these warnings occur must be lowered as much as 15 degrees if the employees are working in direct sunlight. Additional steps, such as those listed below, will be taken to address these hazards.

☐ Prior to each workday, the supervisor will monitor the weather (using <http://www.nws.noaa.gov/> or a simple thermometer, available at most hardware stores) at the worksite. This critical weather information will be taken into consideration to determine when it will be necessary to make modifications to the work schedule (e.g., stopping work early, rescheduling the job, working at night or during the cooler hours of the day, increasing the number of water and rest breaks).

☐ A thermometer will be used at the job site to monitor for a sudden increase in temperature and to ensure that once the temperature exceeds 80 degrees Fahrenheit, shade structures will be opened and made available to the employees. In addition, when the temperature equals or exceeds 95 degrees Fahrenheit, additional preventive measures, such as high-heat procedures, will be implemented.

In addition to the procedures above, the employer will ensure the weather is monitored using the following procedures:

- 1.
- 2.
- 3.
- 4.

### Procedures for Handling a Heat Wave:

For purposes of this section only, "heat wave" means any day in which the predicted high temperature for the day will be at least 80 degrees Fahrenheit and at least ten degrees Fahrenheit higher than the average high daily temperature in the preceding five days.

☐ During a heat wave or heat spike, the work day will be cut short or rescheduled (e.g., conducted at night or during cooler hours).

☐ During a heat wave or heat spike and before starting work, tailgate meetings will be held to review the company Heat Illness Prevention Procedures (HIPP), the weather forecast, and emergency response procedures. Additionally, if schedule modifications are not possible, employees will be provided with an increased number of water and rest breaks and observed closely for signs and symptoms of heat illness.

☐ Each employee will be assigned a "buddy" to be on the lookout for signs and symptoms of heat

illness and to ensure that emergency procedures are initiated when someone displays possible signs or symptoms of heat illness.

In addition to the procedures above, the employer will ensure heat waves are addressed with the following procedures:

- 1.
- 2.
- 3.
- 4.

#### **High Heat Procedures:**

High Heat Procedures are additional preventive measures that this company will use when the temperature equals or exceeds 95 degrees Fahrenheit.

- ☐ Effective communication by voice, direct observation (applicable for work crews of 20 or fewer), mandatory buddy system, or electronic means will be maintained so that employees at the worksite can contact a supervisor when necessary. If the supervisor is unable to be near the employees (to observe them or communicate with them), then an electronic device, such as a cell phone or text messaging device, may be used for this purpose if reception in the area is reliable.
- ☐ Frequent communication will be maintained with employees working by themselves or in smaller groups (via phone or two-way radio), to be on the lookout for possible symptoms of heat illness. The employee(s) will be contacted regularly and as frequently as possible throughout the day since an employee in distress may not be able to summon help on their own.
- ☐ Effective communication and direct observation for alertness and signs and symptoms of heat illness will be conducted frequently. When the supervisor is not available, a designated alternate responsible person must be assigned to look for signs and symptoms of heat illness. If a supervisor, designated observer, or any employee reports any signs or symptoms of heat illness in any employee, the supervisor or designated person will take immediate action commensurate with the severity of the illness (see Emergency Response Procedures).
- ☐ Employees will be reminded constantly throughout the work shift to drink plenty of water and take preventative cool-down rest breaks when needed.
- ☐ Pre-shift meetings will be held before the commencement of work to review the high heat procedures, encourage employees to drink plenty of water, and remind employees of their right to take a cool-down rest when necessary.

In addition to the High Heat Procedures listed above, the following High Heat Procedures apply to agricultural work sites.

- ☐ When the temperature equals or exceeds 95 degrees Fahrenheit, employees will be provided one 10-minute "preventative cool-down rest period" every two hours. During the first eight hours of a shift, the cool-down periods may be provided at the same time as the rest periods already required by Industrial Welfare Commission Order No. 14.

☐ Employees working longer than eight hours will be provided an additional 10-minute cool-down rest period every two hours. For example, if the shift extends beyond eight hours, an additional rest period is required at the end of the eighth hour of work. If the shift extends beyond 10 hours, another rest period is required at the end of the 10<sup>th</sup> hour, and so on.

☐ All employees will be required to take the cool-down rest periods. Merely offering the opportunity for a break is not enough.

☐ Once the temperature equals or exceeds 95 degrees Fahrenheit, records will be kept documenting the fact that mandatory cool-down rest periods are provided and taken.

In addition to the procedures above, the employer will ensure high heat is addressed with the following procedures:

- 1.
- 2.
- 3.
- 4.

#### **Procedures for Acclimatization:**

Acclimatization is the temporary adaptation of the body to work in the heat that occurs gradually when a person is exposed to it. In more common terms, the body needs time to adapt when temperatures rise suddenly, and an employee risks heat illness by not taking it easy when a heat wave or heat spike strikes, or when starting a new job that exposes the employee to heat to which the employee's body hasn't yet adjusted.

Inadequate acclimatization can be significantly more perilous in conditions of high heat and physical stress. Employers are responsible for the working conditions of their employees, and they must implement additional protective measures when conditions result in sudden exposure to heat their employees are not accustomed to.

☐ The weather will be monitored daily. The supervisor will be on the lookout for heat waves, heat spikes, or temperatures to which employees haven't been exposed for several weeks or longer.

☐ During a heat wave or heat spike, the work day will be cut short (e.g., 12:00 p.m.), be rescheduled (e.g., conducted at night or during cooler hours), or if at all possible, cease for the day.

☐ New employees and those who have been newly assigned to a high heat area will be closely observed by the supervisor or designee for the first 14 days. The intensity of the work will be lessened during a two-week break-in period by using procedures such as scheduling slower-paced, less physically demanding work during the hot parts of the day and the heaviest work activities during the cooler parts of the day (early morning or evening). Steps taken to lessen the intensity of the workload for new employees will be documented.

- ☐ The supervisor or the designee will be extra vigilant with new employees and stay alert to the presence of heat-related symptoms.
- ☐ New employees will be assigned a "buddy," or experienced coworker, so they can watch each other closely for discomfort or symptoms of heat illness.
- ☐ During a heat wave, all employees will be observed closely (or maintain frequent communication via phone or radio) for possible symptoms of heat illness.
- ☐ Employees and supervisors will be trained on the importance of acclimatization, how it is developed, and how these company procedures address it.

In addition to the procedures above, the employer will ensure employee acclimatization is accomplished with the following procedures:

- 1.
- 2.
- 3.
- 4.

#### **Procedures for Emergency Response:**

- ☐ When a crew is assigned to a particular worksite, the employees and the foreman will be provided a map of the site that will allow them to give clear and precise directions to the worksite (e.g., street or road names, distinguishing features and distances to major roads) to avoid a delay of emergency medical services.
- ☐ Prior to assigning a crew to a worksite without an infirmary, clinic, or hospital nearby, the employer will ensure that an appropriately trained and equipped person is available at the site to render first aid, if necessary.
- ☐ Prior to the start of the shift, a determination will be made as to whether a language barrier is present at the site, and, if necessary, steps will be taken, such as assigning the responsibility to call emergency medical services to the foreman or an English speaking employee, to ensure that emergency medical services can be immediately called in the event of an emergency.
- ☐ All foremen and supervisors will carry cell phones or other means of communication to ensure that emergency medical services can be called. Checks will be made to ensure that these electronic devices are functional prior to each shift.
- ☐ When an employee shows symptom(s) of possible heat illness, emergency medical services will be called, and steps will immediately be taken to keep the stricken employee cool and comfortable to prevent the progression to more serious illness. Under no circumstances will the affected employee be left unattended.
- ☐ At remote locations, such as rural farms, lots, or undeveloped areas, the supervisor will designate an

employee or employees to physically go to the nearest road or highway where emergency responders can see them. If daylight is diminished, the designated employee(s) shall be given reflective vests or flashlights to direct emergency personnel to the sick employee's location, which may not be visible from the road or highway.

- ☐ During a heat wave, heat spike, or hot temperatures, employees will be reminded and encouraged to immediately report to their supervisor any signs or symptoms they are experiencing.
- ☐ Employees and supervisors will be trained on every detail of these written Procedures for Emergency Response.

In addition to the procedures above, the employer will ensure emergency response with the following procedures:

- 1.
- 2.
- 3.
- 4.

#### **Procedures for Handling a Sick Employee:**

- ☐ When an employee displays possible signs or symptoms of heat illness, a trained first aid employee or supervisor will evaluate the sick employee and determine whether resting in the shade and drinking cool water will suffice or if emergency service providers will need to be called. A sick employee will not be left alone in the shade, as they could take a turn for the worse!
- ☐ When an employee displays possible signs or symptoms of heat illness and no trained first aid employee or supervisor is available at the site, emergency service providers will be called.
- ☐ Emergency service providers will be called immediately if an employee displays signs or symptoms of severe heat illness (e.g., decreased level of consciousness, staggering, vomiting, disorientation, irrational behavior, incoherent speech, convulsions, red and hot face), does not look okay, or does not get better after drinking cool water and resting in the shade. While the ambulance is en route, first aid will be initiated (i.e., cool the employee by placing the employee in the shade, removing excess layers of clothing, placing ice packs in the armpits and groin area, and fan the victim). **Do not let a sick employee leave the site, as they can get lost or die before reaching a hospital!**
- ☐ If an employee displays signs or symptoms of severe heat illness (e.g., decreased level of consciousness, staggering, vomiting, disorientation, irrational behavior, incoherent speech, convulsions, red and hot face) and the worksite is located more than 20 minutes away from a hospital, emergency service providers will be called, the signs and symptoms of the victim will be communicated to them, and an Air Ambulance will be requested.

In addition to the procedures above, the employer will ensure sick employees are attended to with the following procedures:

- 1.

2.

3.

4.

### **Procedures for Employee and Supervisor Training:**

To be effective, training must be understood by employees. Therefore, it must be given in a language and vocabulary the employees understand. Training records will be maintained and will include the date of the training, who performed the training, who attended the training, and the subject(s) covered.

☐ Supervisors will be trained prior to being assigned to supervise other employees. Training will include this company's written procedures and the steps supervisors will follow when employees exhibit symptoms consistent with heat illness.

☐ Supervisors will be trained on their responsibility to provide water, shade, cool-down rests, and access to first aid, as well as the employees' right to exercise their rights under this standard without retaliation.

☐ Supervisors will be trained in appropriate first aid and/or emergency response to different types of heat illness and made aware that heat illness may progress quickly from mild signs and symptoms to a serious, life-threatening illness.

☐ Supervisors will be trained on how to track the weather at the job site (by monitoring predicted temperature highs and periodically using a thermometer). Supervisors will be instructed on how weather information will be used to modify work schedules, increase the number of water and rest breaks, or cease work early if necessary.

☐ All employees and supervisors will be trained prior to working outside. Training will include all aspects of implementing an effective Heat Illness Prevention Plan, including providing sufficient water, providing access to shade, high-heat procedures, emergency response procedures, and acclimatization procedures contained in the company's written plan. Employees and supervisors will also be trained on the environmental and personal risk factors of heat illness and the importance of immediately reporting signs and symptoms of heat illness.

☐ In addition to initial training, employees will be retrained annually.

☐ Employees will be trained on the steps for contacting emergency medical services, including how they are to proceed when there are non-English speaking employees, how clear and precise directions to the site will be provided, and the importance of making visual contact with emergency responders at the nearest road or landmark to direct them to their worksite.

☐ When the temperature is expected to exceed 80 degrees Fahrenheit, short "tailgate" meetings will be held to review the weather report, reinforce heat illness prevention with all employees, provide reminders to drink water frequently, inform them that shade will be available, and remind them to be on the lookout for signs and symptoms of heat illness.

☐ New employees will be assigned a "buddy," or experienced co-worker, to ensure that they



understand the training and follow company procedures.

In addition to the procedures above, the employer will ensure proper training of employees and supervisors with the following procedures:

- 1.
- 2.
- 3.
- 4.

**Resources:**

Heat Illness Prevention Enforcement Q&A

<https://www.dir.ca.gov/dosh/heatIllnessQA.html>

Cal/OSHA Heat Illness Prevention etool

<https://www.dir.ca.gov/dosh/etools/08-006/index.htm>

Cal/OSHA Heat Illness Prevention Website

<https://www.dir.ca.gov/dosh/heatIllnessinfo.html>

Cal/OSHA Consultation Program

<https://www.dir.ca.gov/dosh/consultation.html>

Toll-free Number: 1-800-963-9424

# Tab 19

## **Cal/Osha Compliance Certification**

**All Contractors Bidding This Project Must Meet All Safety Requirements As Set Forth By Cal Osha Regarding Roofing, Portable Ladder Safety, Fall Projection Safety, Heat Illness Prevention And All Other Requirements Of Cal Osha. Failure To Meet All Safety Requirements Will Result In The Roofing Project Being Shut Down Until Corrective Action Is Taken. The Project Completion Deadline Will Not Be Extended Even Though The Project Can Be Shut Down.**

**District: LIBERTY UNION HIGH SCHOOL DISTRICT**

**Project Name: COMMUNITY EDUCATION CENTER REROOFING PROJECT – THE MAIN BUILDING AND CANOPY**

**Contractor Name:** \_\_\_\_\_

The Contractor hereby agrees to perform this project as required by any and all Cal Osha Safety requirement.

The Contractor meet all safety requirements as set forth by Cal Osha regarding Portable Ladder Safety.

The Contractor meet all safety requirements as set forth by Cal Osha regarding Fall Protection in Construction.

The Contractor meet all safety requirements as set forth by Cal Osha regarding Heat Illness Prevention.

The Contractor meet all safety requirements as set forth by Cal Osha regarding Roofing Projects and all aspects of the roofing projects.

The Contractor's failure to meet all safety requirements as set forth by Cal Osha will result in the project being shut down until corrective action is taken.

Dated: \_\_\_\_\_

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

(Signature)

\_\_\_\_\_  
(Typewritten or Handwritten Name)

\_\_\_\_\_  
(Title)

# Tab 20

# **Time of Completion Certification**

**District: LIBERTY UNION HIGH SCHOOL DISTRICT**

**Project Name: COMMUNITY EDUCATION CENTER  
REROOFING PROJECT – THE MAIN BUILDING AND  
CANOPY.**

**Contractor Name:**

\_\_\_\_\_

The Contractor hereby agrees to start the reroofing project on or about Monday, June 3, 2024.

The Contractor hereby agrees to finish and complete the reroofing project on or before Friday, July 26, 2024.

Dated: \_\_\_\_\_

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

(Signature)

\_\_\_\_\_  
(Typewritten or Handwritten Name)

\_\_\_\_\_  
(Title)

# Tab 21

# **Liquidated Damages Certification**

**District: LIBERTY UNION HIGH SCHOOL DISTRICT**

**Project Name: COMMUNITY EDUCATION CENTER RE-ROOFING PROJECT – THE MAIN BUILDING AND CANOPY.**

**Contractor Name:**

\_\_\_\_\_

The Contractor hereby agrees to pay Liberty Union High School District \$2,500 per day starting Friday, June 3, 2024, if the roof is not 100% complete (as defined by Setness Roof Inspection Service, small punch list items excluded) on or before Friday, July 26, 2024.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typewritten or Handwritten Name)

\_\_\_\_\_  
(Title)

# Tab 22



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# LABOR COMPLIANCE PROGRAM MANUAL

## INTRODUCTION

The School District issues this Labor Compliance Program (LCP) manual for the purpose of identifying its policy relative to the responsibilities and procedures applicable to the labor compliance provisions of the state and federally funded construction contracts. This LCP contains the labor compliance standards required by state and federal laws, regulations, directives, as well as School District policies and contract provisions.

The California Labor Code Section 1770 *et seq.* and Education Code Section 17424 require that building trade contractors on public works pay their workers based on the prevailing wage rates, which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

In establishing this LCP, the School District adheres to the statutory requirements as enunciated in Section 1771.5(b) of the Labor Code. It is the intent of the School District to actively enforce this LCP on all School District construction projects which use funds derived from either the Kindergarten - University Public Facilities Bond Act of 2002 or 2004 wherein the affected District construction projects are monitored for the payment of prevailing wage rates and, wherein those contractors having workers on affected School District projects routinely submit copies of certified payroll records demonstrating their compliance with the payment of prevailing wage rates.

**PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS**

State prevailing wage rates apply to all public works contracts as set forth in Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, 1771, and 1777.5, and include, but are not limited to, such types of work performed under contract as construction, alteration, demolition or repair. The Division of Labor Statistics and Research (DLSR) redetermines the appropriate prevailing wage rates for particular construction trades and crafts by county.

**A. Types of Contracts to Which Prevailing Wage Requirements Apply**

As provided in Labor Code Section 1771.5, an awarding body LCP as approved by the Director of the Department of Industrial Relations, shall apply to public works contracts that require the payment of the prevailing wage rates and shall include all new construction contracts over \$25,000 and all contracts over \$15,000 when the project is for alteration, demolition, repair or maintenance.

**B. Limited Exemption from the Requirement to Pay Prevailing Wages**

Upon election of a LCP for the School District, there shall be a limited exemption from the requirement to pay prevailing wage rates for any public works project of \$25,000 or less, when the project is for construction work; or for \$15,000 or less, when the project is for alteration, demolition, repair or maintenance work.

With the School District's initiation and enforcement of its LCP pursuant to Labor Code Section 1771.5, all construction contracts under \$25,000 and all School District maintenance contracts under \$15,000 would be included in the limited exemption from the legal requirement to pay prevailing wages.

The School District shall require that all limited exemption projects for construction, alteration, demolition, repair or maintenance work be identified as such in all bid advertisements and construction contracts. Moreover, if the amount of a limited exemption contract subject to this Section is changed, and as a result, exceeds the applicable dollar limits under which the payment of the prevailing wage rates is not required, those workers employed on the contract (after the amount due the contractor has reached the applicable limit) shall be paid at the prevailing wage rates.]

**C. Applicable Dates for Enforcement of the LCP**

The applicable dates for enforcement of awarding body LCP is established by Section 16425 of the California Code of Regulations. Contracts are not subject to the jurisdiction of the LCP until after the Program has received initial or final approval. Moreover, the limited exemption from the payment of prevailing wages pursuant to Labor Code Section 1771.5(a) does not apply to any such contract until after the LCP as received initial or final approval.]

## **II. COMPETITIVE BIDDING ON DISTRICT PUBLIC WORKS CONTRACTS**

The School District publicly advertises upcoming public works projects to be awarded according to a competitive bidding process.

All School District bid advertisements (or bid invitations) and construction contracts shall contain appropriate language concerning the requirements of the Public Works chapter of the Labor Code.

## **III. JOB CONFERENCE MEETING**

After the School District awards the public works contract and prior to the commencement of the work, a Pre-Job Conference shall be held by the School District with the contractor(s) and subcontractor(s). At that meeting, the LCPR will discuss the federal and state labor law requirements applicable to the contract and will provide the contractor(s) and each subcontractor with a Checklist of Labor Law Requirements (presented in Attachment A) and will discuss in detail the following checklist items:

1. The contractor's duty to pay prevailing wages (Labor Code Section 1770, *et seq.*) should the project exceed the exemption amounts;
2. The contractor's and subcontractor's duty to employ registered apprentices on public works projects (Labor Code Section 1777.5);
3. The penalties for failure to pay prevailing wages (for nonexempt projects), failing to employ apprentices, and failing to submit complete Certified Payroll Reports, which include forfeitures and debarment (Labor Code Sections 1775, 1776, 1777.7, and 1813);
4. The requirement to maintain and submit copies of certified payroll reports to the School District at times designated on the contract. (Labor Code Section 1776(i).) This requirement includes and applies to all subcontractors performing work on School District projects even if their portion of the work is less than one half of one percent (0.5%) of the total amount of the contract, and penalties for failure to do so (Labor Code Section 1776(g));
5. The prohibition against employment discrimination (Labor Code Sections 1735 and 1777.6; the Government Code; and Title VII of the Civil Rights Act of 1964, as amended);
6. The prohibition against accepting or extracting kickbacks from employee wages (Labor Code Section 1778);
7. The prohibition against accepting fees for registering any person for public works (Labor Code Section 1779) or for filing work orders on public works (Labor Code

Section 1780);

8. The requirement to list all subcontractors (Public Contract Code Section 4104, *et seq.*);
9. The requirement to be properly licensed and to require all subcontractors to be properly licensed, and the penalty for employing workers while unlicensed (Labor Code Section 1021 and 1021.5, and Business and Professions Code Section 7000, *et seq.*, under California Contractors License Law);
10. The prohibition against unfair competition (Business and Professions Code Sections 17200-17208);
11. The requirement that the contractor(s) and subcontractor(s) be properly insured for Workers' Compensation (Labor Code Section 1861);
12. The requirement that the contractor(s) abide by the Occupational Safety and Health laws and regulations that apply to the particular public works project; and
13. The prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.

The contractor(s) and subcontractor(s) present at the meeting will be given the opportunity to ask questions of the LCPR relative to any of the Labor Law Requirements Checklist. The Checklist of Labor Law Requirements will then be signed by the prime contractor's representative, subcontractor's representative, and the School District's LCPR.

At the Pre-Job Conference, the LCPR will provide the contractor(s) with two (2) copies of the School District's LCP package which includes: a copy of the approved LCP, the checklist of Labor Law Requirements, applicable Prevailing Wage Rate Determinations, blank certified payroll report forms, fringe benefit statements, State apprenticeship requirements, and a copy of the Labor Code relating to Public Works and Public Agencies (Part 7, Chapter 1, Sections 1720-1861).

It will be the contractor's responsibility to provide copies of the LCP package to all subcontractors and to any substituted subcontractor performing work on the School District's project(s).

#### **IV. RESPONSIBILITIES OF CONTRACTOR(S)**

##### **A. Certified Payroll Records Required**

The contractor(s) shall maintain payrolls and "basic payroll records" during the course of the work and shall preserve them for a period of three (3) years thereafter for all tradesworkers working at the School District's project sites. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs assumed to provide

fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.

1. Submission of Certified Payroll Reports

The contractor(s) shall submit all weekly certified payroll reports including those of all subcontractors to the School District at a School District-designated time, not less than monthly. The contractor(s) shall be responsible for the submittal of payroll reports of all its subcontractors. All weekly certified payroll reports shall be accompanied by a statement of compliance signed by the contractor(s) under penalty of perjury pursuant to Labor Code Section 1771.5(b)(3) and applicable regulations.

Basic payroll records may be requested by the School District or LCPR at any time and shall be provided within 10 days following the receipt of the request.

2. Review of Certified Payroll Reports

Certified payroll reports shall be routinely reviewed by the Contractor for the payment of prevailing wage rates.

3. Full Accountability

The name, address and social security number of every individual, laborer or craftsperson working at the project site must appear on the payroll. The basic concept is that the employer who pays the tradesworker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeship craft. Owner-operators are to be reported by the contractor employing them, rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a contract must also submit a certified payroll report listing the days and hours worked, and the trade classification descriptive of the work actually done. The contractor(s) shall make the records required under this section available for inspection by the LCPR, an authorized representative of the School District and the Department of Industrial Relations, and shall permit such representatives to interview tradesworkers during working hours on the project site.

4. Responsibility for Subcontractor(s)

The contractor(s) shall be responsible for ensuring adherence to labor standards provisions by its subcontractor(s). Moreover, the prime contractor is responsible for Labor Code violations by its subcontractors in accordance with Labor Code Section 1775 and applicable sections of the Labor Code and California Code of Regulations.

5. Payment to Employees

Employees must be paid unconditionally, and not less often than once each week, the full amounts which are due and payable for the period covered by the particular payday. Thus, an employer must, therefore, establish a fixed workweek (i.e., Sunday through Saturday) and an established payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday, each worker must be paid all sums due as of the end of the preceding workweek and must be provided with an itemized wage statement.

If an individual is called a subcontractor, when, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the prime contractor who contracted for his or her services as a tradesworker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the general contractor who contracted for his or her services for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.

A worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the Prevailing Wage Rate Determinations for the class of work actually performed. Any work performed on Saturday, Sunday, and/or a holiday, or a portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a workweek shall be premium pay. All work performed in excess of eight hours per day, 40 hours per week, on Saturday, on Sunday, and on holidays shall be paid in accordance with the applicable Prevailing Wage Determination.

B. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency which is recognized by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journey persons in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage

rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed. An apprentice who is registered and has worked outside of the prescribed geographic area is not qualified to receive the apprentice rate and must be paid the journey level rate.

The contractor shall furnish written evidence of the registration (i.e., Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid thereunder for the area of construction, prior to using any apprentices in the contract work.

Pre-apprentice trainees, trainees in nonapprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Apply for a Certificate of Approval for the employment and training of apprentices for each craft or trade;
2. Employ apprentices on public works projects in a ratio to journey persons as stipulated in the Apprenticeship Standards under which each Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one (1) apprentice to each five (5) journey person hours, unless a Certificate of Exemption is obtained and provided to the LCPR;
3. Contribute to the training fund in the amount identified in the prevailing wage rate publication for journey persons and apprentices. Where the trust fund administrators cannot accept the contributions, then payment shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142; and
4. It should be noted that a prior approval for a separate project does not confirm approval to train on any project. The contractor/subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

## **V. ENFORCEMENT ACTION**

### **A. Duty of the Awarding Body**

The School District, as the awarding body having an approved LCP, has a duty to the Director of the Department of Industrial Relations to enforce the Labor Code School District public works requirements (Chapter 1 of part 7 of Division 2 and Division 3 of the Labor Code) and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practice of Title 8, California

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Code of Regulations, Section 16000, *et seq.*

B. Review of Certified Payroll Reports

Certified payroll reports shall be routinely reviewed by the LCPR for the payment of prevailing wages.

C. Investigation

1. If payroll records are delinquent or inadequate, or if it appears from the certified payroll reports or other evidence that a contractor or subcontractor has failed to pay prevailing wages, the LCPR shall notify the contractor in writing of the discrepancies.
2. If clarification/correction is not received from the contractor, the LCPR shall conduct an investigation. This investigation may include an Audit.
3. Upon completion of the investigation, if the LCPR determines that the contractor has not remedied the violation, the LCPR may authorize Withholding of contract payments.

D. Audit of Certified Payroll Reports

Audits may be conducted by the LCPR when deemed necessary, and shall be conducted at the request of the Labor Commissioner

The audit record form that is presented in Attachment B as provided for in Title 8, CCR Section 16432 demonstrates the sufficient detail that is required to verify compliance with the Labor Code requirements.

An audit consists of a comparison of payroll records to the best available information as to the actual hours worked and classifications of workers employed on the contract.

E. Withholding for Delinquent or Inadequate Payroll Records or Reports

Pursuant to a request by the School District or its LCPR for Certified Payroll Reports or Basic Payroll Records, under section IV.A.1., if contractor fails to provide Certified Payroll Reports or Basic Payroll Records within ten (10) days of receipt of the request, pursuant to Labor Code Section 1776, the amount of withholding for Delinquent or Inadequate Payroll Records or Reports shall be twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

F. Withholding for Violation of the Requirement to Pay Prevailing Wages

1. The amount of "Withholding" shall be the "amount equal to the



underpayment.” This amount shall be determined by payroll review, investigation, audit, or admission of the contractor or subcontractor. It shall be the total of the following:

- a. The difference between amounts paid workers and the correct General Prevailing Rate of Per Diem Wages, as defined in Title 8 CCR Section 16000 *et seq.*, and determined to be the prevailing rate due workers in such craft, classification or trade in which they were employed;
- b. The difference between amounts paid on behalf of workers and the correct amounts of Employer Payments, as defined in Title 8 CCR Section 16000 *et seq.* and determined to be part of the prevailing rate costs of contractor(s) due for employment of workers in such craft, classification or trade in which they were employed;
- c. Estimated amounts of kickbacks;
- d. Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council;
- e. Estimated penalties under Labor Code Sections 1775, 1776, 1777.7 and 1813. (Title 8, CCR Section 16435.5.)

2. Provisions relating to the penalties under Labor Code Sections 1775, 1777.7, and 1813:

- a. Pursuant to Labor Code Section 1775, the contractor shall, as a penalty to the School District on whose behalf the contract is awarded, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages.
- b. In situations involving overtime, the contractor shall, as an additional penalty to the School District on whose behalf the contract is awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week (Monday through Friday) in violation of the provisions of Section 1813 of the Labor Code. The School District shall take cognizance of all violations of Section 1813.
- c. Pursuant to Labor Code Section 1777.5, contractors and subcontractors are required to employ registered apprentices on public works projects. Each contractor and subcontractor shall keep

an accurate payroll record relative to apprentices per Section 1776 of the Labor Code. The contractor or subcontractor found in violation of Labor Code Sections 1775, 1777.5, and/or 1777.7 shall forfeit as a civil penalty the sum of fifty dollars (\$50) for each calendar day of noncompliance to the School District.

**G. Withholding Procedures**

1. The School District shall provide a notice of withholding contract payments to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties and forfeitures withheld. Service of the notice shall be completed pursuant to Code of Civil Procedure Section 1013 by first-class and certified mail to the contractor and subcontractor, if applicable. The notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments.
2. The School District shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on a bond, if their identities are known to the awarding body.
3. Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.
4. A release bond under Civil Code Section 3196 may not be posted for the release of the funds being withheld for the violation of the prevailing wage law.
5. The Withholding of contract payments in accordance with Labor Code Sections 1726 or 1771.5 shall be reviewable under Labor Code Section 1742 in the same manner as if the notice of the withholding was a civil penalty order of the Labor Commissioner. If review is requested, the School District may request the Labor Commissioner to intervene to represent it.
6. Pending a final order, or the expiration of the time period for seeking review of the notice of the withholding, the School District shall not disburse any contract payments withheld.

**H. Forfeitures**

1. When the School District completes the withholding procedure in Subsection G, it shall submit a request to the Labor Commissioner for Forfeiture from the contractor and any subcontractor for Delinquent or Inadequate payroll records or reports or failure to pay the correct rate of prevailing wages.
2. Where the School District or the LCPR requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the following information:
  - a. The deadline by which contract acceptance or filing of a notice of completion, under Labor Code Section 1775, plus 90 days, will occur;
  - b. Any other deadline which, if missed, would impede collection;
  - c. Evidence of violation in narrative form;
  - d. Evidence that an "audit" or "investigation" occurred;
  - e. Evidence that the contractor was given the opportunity to explain why it believes there was no violation; or that any violation was caused by mistake, inadvertence, or neglect before the forfeiture was sent to the Labor Commissioner, and the contractor either did not do so or failed to convince the awarding body of its position;
  - f. Where the LCPR seeks not only amounts of wages but also a penalty as part of the forfeiture, and the contractor has unsuccessfully contended that the cause of violation was a mistake, inadvertence, or neglect, a statement should accompany the proposal for a forfeiture with a recommended penalty amount, pursuant to Labor Code Section 1775;
  - g. Where the LCPR seeks only wages or a penalty less than Fifty Dollars (\$50) per day as part of the forfeiture, and the contractor has successfully contended that the cause of violation was a mistake, inadvertence, or neglect, then the file should include the evidence as to the contractor's knowledge of its obligation, including the LCPR's communication to the contractor of the obligation in the bid invitations, at the Pre-Job Conference agenda and records, and any other notice given as part of the contracting process. Included with the file should be a statement similar to that described in subsection (f) above and recommended penalty amounts, pursuant to Labor Code Section 1775;
  - h. The previous record of the contractor in meeting prevailing wage obligations.

3. The file or report shall be served on the Labor Commissioner not less than 30 days before the final payment or, if that deadline has passed, not less than 90 days following the filing of the Notice of Completion as long as funds remain in the contract.
4. A copy of the file or report shall be served on the contractor, any affected subcontractor and the surety, at the same time as it is sent to the Labor Commissioner.

The School District may exclude from the documents served on the contractor/subcontractor or surety, copies of documents secured from these parties during an audit, investigation, or meeting if those documents are clearly referenced in the file or report. Along with the copy served on the contractor shall be a notice stating all deadlines and rights of the contractor to contest the amount of forfeiture. The Notice of Deadlines for Forfeitures under Title 8, CCR Section 16437 (presented in Attachment C) fulfills the requirements of this subsection.

5. The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to penalty and/or wages due.
6. The determination of the forfeiture by the Labor Commissioner is effective on one of the two following dates:
  - a. For programs with initial approval or an extension of initial approval pursuant to Title 8, CCR Section 16426, on the date the Labor Commissioner serves by first class mail, on the School District and on the contractor, an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor is effective if made on the last address supplied by the contractor in the record. The Labor Commissioner's approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture or no more than 30 days after the notice of completion has been filed.
  - b. For programs with final approval, approval is effective 20 days after the requested forfeitures are served upon the Labor Commissioner, unless the Labor Commissioner serves a notice upon the parties, within that time period, that this forfeiture request is subject to further review. For such programs, a notice that approval will follow such a procedure will be included in the transmittal of the forfeiture request

to the contractor. The Labor Commissioner's final approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of the date of receipt of the proposed forfeiture or not more than 30 days after the notice of completion has been filed, unless some other procedure has been adopted pursuant to Title 8, CCR Section 16427(d).

**I. Deposits of Penalties and Forfeitures Withheld**

1. Where the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture, or underpayment of wages, and the matter has been resolved without litigation by or against the Labor Commissioner, the School District shall deposit penalties and forfeitures into its construction fund or other fund of its choice.
2. Where collection of fines, penalties, or forfeitures results from court action to which the Labor Commissioner and the School District are both parties, the fines, penalties, or forfeitures shall be divided between the General Funds of the State and the construction fund or other fund of the School District's choice, as the court may decide.
3. All amounts recovered by suit brought by the Labor Commissioner, and to which the School District is not a party, shall be deposited in the General Fund of the State of California.
4. All wages and benefits which belong to a worker and are withheld or collected from a contractor or subcontractor, either by withholding or as a result of court action pursuant to Labor Code Section 1775, and which have not been paid to the worker or irrevocably committed on the worker's behalf to a benefits fund, shall be deposited with the Labor Commissioner, who will deal with such wages and benefits in accordance with Labor Code Section 96.7.

**J. Debarment Policy**

It is the policy of the School District that the public works prevailing wage requirements set forth in the California Labor Code, Sections 1720-1861, be strictly enforced. In furtherance thereof, construction contractors and subcontractors found to be repeat violators of the California Labor Code shall be referred to the Labor Commissioner for debarment from bidding on or otherwise being awarded any public work contract, within the state of California, for the performance of construction and/or maintenance services for the period not to exceed three (3) years in duration. The duration of the debarment period shall depend upon the nature and severity of the labor code violations and any mitigating and/or aggravating factors, which may be presented at the hearing conducted by the Labor Commissioner for such purpose.

**VI. REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER**

If an investigation reveals that a willful violation of the Labor Code has occurred, the LCPR will make a written report to the School District and the Labor Commissioner which shall include: (1) an audit consisting of a comparison of payroll records to the best available information as to the actual hours worked and (2) the classification of workers employed on the public works contract. Six types of willful violations are reported as follows:

A. For Failure to Comply with Prevailing Wage Rate Requirements

Failure to comply with prevailing wage rate requirements (as set forth in the Labor Code and School District contracts) is determined a willful violation whenever less than the stipulated basic hourly rate is paid to trades workers, or if overtime, holiday rates, fringe benefits, and/or employer payments are paid at a rate less than stipulated. The facts related to such willful violations may result in a determination that the contractor intended to defraud its employees of their wages.

B. For Falsification of Payroll Records, Misclassification of Work, and/or Failure to Accurately Report Hours of Work

Falsification of payroll records and failure to accurately report hours of work is characterized by deliberate underreporting of hours of work; underreporting the headcount; stating that the proper prevailing wage rate was paid when, in fact, it was not; clearly misclassifying the work performed by the worker; and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records. Such violations are deemed to be willful violations committed with the intent to defraud.

C. For Failure to Submit Certified Payroll Reports

Refusing to comply with a request by the LCPR for certified payroll reports or substantiating information and records as contained in Section IV.A.1. will be determined to be a willful violation of the Labor Code. Additionally, refusing to correct inaccuracies or omissions that have been discovered will also be determined to be willful violation of the Labor Code.

D. For Failure to Pay Fringe Benefits

Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to pay or provide fringe benefits and/or make trust fund contributions in a timely manner is equivalent to payment of less than the stipulated wage rate and shall be reported to the School District and Labor Commissioner as a willful violation, upon completion of an investigation and audit.

E. For Failure to Pay the Correct Apprenticeship Rates and/or Misclassification of Workers as Apprentices

Failure to pay the correct apprenticeship rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the School District and Labor Commissioner as a willful violation, upon completion of an investigation and audit.

F. For the Taking of Kickbacks

Accepting or extracting kickbacks from employee wages under Labor Code Section 1778 constitutes a felony and may be prosecuted by the appropriate enforcement agency.

## VII. APPEALS OF A LABOR COMPLIANCE PROGRAM ENFORCEMENT ACTION

A. Appeal Process

A contractor may appeal the result of a LCP enforcement action by serving a "Request for Review" on the LCPR who will then forward the request to the Director of the Department of Industrial Relations. Such notice must be served within 60 days of the first date the contractor was served by the LCPR with a "Notice of Withholding of Contract Payments" which has been approved by the Labor Commissioner.

A contractor may appeal an enforcement action by the School District pursuant to Labor Code Sections 1742 and 1742.1 to the Director of the Department of Industrial Relations. The decision to hold a hearing on the appeal is within the sole discretion of the Director of the Department of Industrial Relations. The Director may appoint a hearing officer to review the record, conduct a hearing and recommend a decision. The Director of the Department of Industrial Relations shall make the final decision on the appeal.

Upon receipt of a copy of the "Request for Review," the LCPR shall immediately forward to the Director of the Department of Industrial Relations a Notice of Transmittal, a full copy of the Request, a copy of the Notice of Withholding of Contract Payments and the audit. The contractor and/or subcontractor and surety shall be provided a copy of the Notice of Transmittal and all attachments as well as a copy of the Prevailing Wage Hearing Regulations.

In accordance with Labor Code Section 1742, the contractor or subcontractor shall be provided an opportunity to review the evidence to be utilized by the LCPR at the hearing within 20 days of receipt of the written request.

The Director of the Department of Industrial Relations may request a supplemental report from the School District on the activities of the LCP. This report will be an update of the Annual Report that is required pursuant to Section 16431 of the Final Regulations (Title 8, Group 4, Article 1) and which is discussed in Section IX of this LCP at pages 17-18.

**B. Determination and Ruling on the Appeal by the Department of Industrial Relations**

Upon completion of the hearing, the Director of Department of Industrial Relations shall have forty-five (45) days in which to render a decision.

Within fifteen (15) days of the issuance of the decision, the Director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.

The Hearing Officer's ruling on the appeal shall be the final decision of the Director from which any party may seek reconsideration, modification or judicial review within fifteen (15) days following its receipt. Within forty-five (45) days following service of the decision, any affected contractor or subcontractor may seek review of the decision by filing a writ of mandate with the appropriate Superior Court pursuant to Section 1094.5 of the Code of Civil Procedure.

**VIII. PRIORITY DISTRIBUTION OF FORFEITED SUMS**

**A. Withholding of Forfeited Sums**

Pursuant to Labor Code Section 1727, it shall be the policy of the School District that prior to making payment to the prime contractor of monies due under any contract for public works, the School District shall withhold and retain from the prime contractor's account all amounts which have been forfeited pursuant to any stipulation under said contract for public works. But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by the School District.

**B. Disposition of Forfeited Sums**

1. The prevailing wage recovery process of this LCP is established pursuant to Labor Code Section 1775 which provides that out of any funds withheld, recovered, or both, there shall first be paid the amount due each worker notwithstanding the filing of any Stop Notice by any person pursuant to Civil Code Section 3179, *et seq.* Thus, all workers employed on the public works project who are paid less than the prevailing wage rate shall have **PRIORITY** over all Stop Notices filed against the prime contractor.



2. In the event that there are "insufficient funds" available in the prime contractor's account to pay the total amount of prevailing wage violations and penalty amounts due, the unpaid prevailing wages shall have **PRIORITY STATUS** and must be paid first, pursuant to Labor Code Section 1775.

Furthermore, if insufficient funds are withheld, recovered, or both, to pay each underpaid worker in full, the money shall be prorated among all workers affected. From the amount recovered by the School District, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers. Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Wage Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into a construction fund or other fund of the School District's choosing.

## IX. ANNUAL REPORTS

### A. Annual Report on the School District Labor Compliance Program to the Director of the Department of Industrial Relations

The School District shall submit to the Director of the Department of Industrial Relations an Annual Report on the operation of its LCP within sixty (60) days after the close of its fiscal year, or accompany its request for an extension of initial approval, whichever comes first. Pursuant to Title 8, CCR Section 16431, the Annual Report shall contain, at the minimum, the following information:

1. Number of construction contracts subject to the LCP which were awarded, and their total value;
2. The number, description, and total value of construction contracts awarded which were exempt from the requirement of payment of prevailing wages pursuant to Labor Code Section 1771.5(a);
3. A summary of wages due to workers resulting from failure by contractors to pay prevailing wage rates, the total amount withheld from money due to the contractors, and the total amount recovered by action in any court of competent jurisdiction;
4. A summary of penalties and forfeitures imposed and withheld, or recovered in a court of competent jurisdiction;

5. A LCP whose contract responsibilities are statewide, or which involves widely dispersed and numerous contracts, or which is required to report contract enforcement to federal authorities in a federal format, may adopt a summary reporting format to aggregate small contracts and estimate numbers and dollar values required by 1 and 2. A summary reporting format may be adopted by agreement with the Director after advance notice to interested parties, and a list of parties requesting such notice shall be kept by the Director.

Copies of the LCP's required Annual Report submitted to the Director of the Department of Industrial Relations will be distributed to the Superintendent and School Board of the School District.

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**APPENDIX A**  
**DEFINITIONS**

1. "Amount equal to the underpayment" is the total of the following determined by payroll review, investigation, audit, or admission of the contractor or subcontractor:
  - a. The difference between the amounts paid to workers and the correct General Prevailing Wage Rate of Per Diem Wages as defined in Title 8, CCR Section 16000, *et seq.*;
  - b. The difference between the amounts paid to workers and the correct amounts of employer payments, as defined in Title 8, CCR Section 16000, *et seq.* and determined to be part of the prevailing rate costs of contractors due for employment of workers in such craft, classification or trade in which they were employed and the amounts paid.
  - c. Estimated amounts of "illegal taking of wages," and
  - d. Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council.
2. "Basic Payroll Records" means time cards, front and back copies of cancelled checks, cash receipts, trust fund forms, daily logs, employee sign-in sheets, accounting ledgers, tax forms and/or any other record maintained for the purposes of reporting payroll.
3. "Contracts," except as otherwise provided by agreement, means only contracts under a single master contract, or contracts entered into as stages of a single project which may be the subject of withholding pursuant to Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, 1771, and 1771.5;
4. "Delinquent payroll records" means those not submitted on the basis set forth in the School District contract and the LCP;
5. "Failing to pay the correct rate of prevailing wages" means those public works violations which the Labor Commissioner has exclusive authority to approve before they are recoverable by the LCP, and which are appealable by the contractor in court or before the Director of the Department of Industrial Relations under Labor Code Sections 1742 and 1742.1 pursuant to the California Code of Regulations Title 8, Chapter 8, Subchapter 8 (Sections 17201 through 17270). Regardless of what is defined as prevailing "wages" in contract terms, noncompliance with the following are considered failures to pay prevailing wages:
  - a. Nonpayment of items defined as "Employer Payments" and "General Prevailing Rate of Per Diem Wages" in Title 8, CCR Section 16000 and Labor Code Section 1771.
  - b. Payroll records required by Labor Code Section 1776;
  - c. Labor Code Section 1777.5 but only insofar as the failure consists of paying apprentice wages lower than the journey level rate to a worker who is not an apprentice as defined in Labor Code Section 3077, working under an apprentice

- d. agreement in a recognized program;
  - e. Labor Code Section 1778, Kickbacks;
  - f. Labor Code Section 1779, Fee for Registration;
  - f. Labor Code Sections 1813, 1815, and Title 8, CCR Section 16200(a)(3)(F) overtime for work over eight (8) hours in any one (1) day or forty (40) hours in any one (1) week (Monday through Friday). All work performed on Saturday, Sunday, and/or a holiday shall be paid pursuant to the prevailing wage determination.
6. "Forfeitures" are the amounts of unpaid penalties and wages assessed by the School District for violations of the prevailing wage laws, whether collected by withholding from the contract amount, by suit under the contract, or both. The Division of Labor Standards Enforcement will notify the contractor/subcontractor of his/her right to a hearing to determine the appropriateness of amounts withheld.
7. "Inadequate payroll records" are any one of the following:
- a. A record lacking the information required by Labor Code Section 1776;
  - b. A record which contains the required information but which is not certified, or certified by someone not an agent of the contractor or subcontractor;
  - c. A record remaining uncorrected for one (1) payroll period, after the School District has given the contractor notice of inaccuracies detected by audit or record review; provided, however, that prompt correction will stop any duty to withhold if such inaccuracies do not amount to one percent (1%) of the entire certified weekly payroll in dollar value and do not affect more than half the persons listed as workers employed on that certified weekly payroll, as defined in Labor Code Section 1776 and Title 8 CCR Section 16401. Prompt correction will stop any duty to withhold if such inaccuracies are de minimus.
8. "Withhold" means to cease payments by the awarding body, or others who pay on its behalf, or agents, to the general contractor.

**ATTACHMENT A****CHECKLIST OF LABOR LAW REQUIREMENTS TO REVIEW AT  
JOB CONFERENCE MEETINGS**

(Pursuant to Title 8, Section 16430 of the California Code of Regulations)

NAME (print) \_\_\_\_\_ Date \_\_\_\_\_

COMPANY \_\_\_\_\_ Phone \_\_\_\_\_

ADDRESS \_\_\_\_\_ Fax # \_\_\_\_\_

\_\_\_\_\_ School \_\_\_\_\_

SUPERINTENDENT \_\_\_\_\_ Project # \_\_\_\_\_

The federal and state labor law requirements applicable to the contract are composed of, but not limited to, the following:

**1. Payment of Prevailing Wage Rates**

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts.

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

**2. Apprentices**

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5;

**3. Penalties**

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages (for nonexempt projects) and for failure to employ apprentices, including forfeitures and debarment under Labor Code Sections 1775; 1777.7 and 1813;

**4. Certified Payroll Reports**

Under Labor Code Section 1776, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day and each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to Labor Code Section 1776;

Each contractor and subcontractor shall submit its weekly certified payroll reports to the District on a monthly basis. In the event that there has been no work performed during a given week, the Certified Payroll Report shall be annotated: "No work" for that week.

Under Labor Code Section 1776(g) there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

**5. Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under Labor Code Sections 1735 and 1777.6, the Government Code, the Public Contracts Code, and Title VII of the Civil Rights Act of 1964, as amended. All contractors and subcontractors are required to implement equal employment opportunity practices for women and minorities;

**6. Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally or extracting "kickbacks" from employee wages under Labor Code Section 1778;

**7. Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works contracts pursuant to Labor Code Section 1780;

**8. Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to Government Code Section 4100 et seq.;

**9. Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractor License Law found at Business and Professions Code Section 7000 et seq.

**10. Unfair Competition Prohibited**

Contractors/Subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code Sections 17200 to 17208;

**11. Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

**12. OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

**13. Undocumented Workers**

Contractors and subcontractors may NOT hire undocumented workers. Contractors and subcontractors are required to obtain proof of work eligibility or citizenship from all workers.

In accordance with federal and state laws and with School District contract documents, the undersigned prime contractor wishes to assure the School District that it intends to comply with the above-referenced labor law requirements, fully understanding that failure to comply with the above requirements may subject it to penalties as provided above.

For the Contractor:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Prime Contractor

\_\_\_\_\_  
Project Name

LIBERTY UNION HIGH SCHOOL District:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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**ATTACHMENT B**  
**AUDIT RECORD FORM**

(For Use With Title 8, CCR Section 16432 Audits)

An audit record is sufficiently detailed to "verify compliance with the requirements of Chapter 1, Public Works, Part 7 of Division 2" when the audit record displays that the following procedures were accomplished:

1. Audits of the obligation to secure workers' compensation means demanding written evidence of a binder issued by the carrier, or telephone or written inquiry to the Workers' Compensation Insurance Rating Bureau;
2. Audits of the obligations to employ and train apprentices means inquiry to the program sponsor for the apprenticeable craft or trade in the area of the public works as to: whether contract award information was received, including an estimate of journey person hours to be performed and the number of apprentices to be employed; whether apprentices have been requested, and whether the request has been met; whether the program sponsor knows of any amounts sent by the contractor or subcontractor to it for the training trust, or the California Apprenticeship Council; and whether persons listed on the certified payroll in that craft or trade as being paid less than the journey person rate are apprentices registered with that program and working under apprentice agreements approved by the Division of Apprenticeship Standards;
3. Audits of the obligation to pass through amounts for apprenticeship training contributions, to either the training trust or the California Apprenticeship Council, means asking for copies of checks sent, or when the audit occurs more than 30 days after the month in which payroll has been paid, copies of cancelled checks;
4. Audits of "illegal taking of wages" means inspection of written authorizations for deductions (listed in Labor Code Section 224) in the contractor's or subcontractor's files and comparison to wage deduction statements furnished to employees (Labor Code Section 226), together with an interview of employees when warranted as to any payments not shown on the wage deduction statements;
5. Audits of the obligation to keep records of working hours and pay not less than required by Title 8, CCR Section 16200(a)(3)(F) for hours worked in excess of 8 hours are the steps for review and audit of Certified Weekly Payrolls under Title 8, CCR Section 16432;
6. Audits of the obligations to pay the prevailing per diem wage, means such steps for review and audit of Certified Weekly Payrolls which will produce a report covering compliance in the areas of:



- A. All elements defined as the "General Prevailing Rate of Per Diem Wages" in Title 8, CCR Section 16000, which were determined to be prevailing in the Director's determination which was in effect on the date of the call for bids, available in its principal LCP office and posted at the public works job site;
- B. All elements defined as "Employer Payments" set forth in Section 16000 of these regulations, which were determined to be prevailing in the Director's Determination which was in effect on the date of the call for bids, and pursuant to Labor Code Section 1773.2 was to be specified in the call for bids, made available in its principal LCP office and posted at the public works job site.

**ATTACHMENT C**

**NOTICE OF DEADLINES**

(To go to Contractor for Forfeitures under Title 8, CCR Section 16437)

"This document requests the Labor Commissioner of California to approve a forfeiture of money you otherwise would be paid. The (Name of the labor compliance program representative) for the LIBERTY UNION HIGH SCHOOL District is asking the Labor Commissioner of California to agree, in 20 days, that the enclosed package of materials indicates that you have violated the law."

"Failure to respond to the (Name of the labor compliance program representative's) request that the Labor Commissioner approve a forfeiture by writing to the Labor Commissioner within 20 days of the date of service (date of postmark) of this document on you may lead the Labor Commissioner to affirm the proposed forfeiture, and may also end your right to contest those amounts further. You must serve any written response on the Labor Commissioner, the (Name of the labor compliance program representative) and the LIBERTY UNION HIGH SCHOOL District by return receipt requested/certified mail. If you serve a written explanation, with evidence, as to why the violation did not occur, or why the penalties should not be assessed, within the 20-day period, it will be considered,"

and

"If you change address, or decide to hire an attorney, it is your responsibility to advise both the (Name of the labor compliance program representative) and the Labor Commissioner by certified mail. Otherwise, notices will be served at your last address on file, and deadlines might pass before you receive such notices."

# Tab 23

## SPECIAL CONDITIONS

**Application of Special Conditions.** These Special Conditions are a part of the Contract Documents for the Work generally described as: **LIBERTY UNION HIGH SCHOOL DISTRICT - COMMUNITY EDUCATION CENTER – THE MAIN BUILDING AND CANOPY.**

- 1 **Contract Time.** The commencement date of the Contract Time of the Work shall be as set forth in the Notice to Proceed issued by the District, which is Monday, June 3, 2024. The Contractor shall achieve 100% Completion of the Work by Friday, July 26, 2024.
- 2 **Liquidated Damages**
  - 3.1 *Substantial Completion.* The delayed Substantial Completion of the Work will result in the assessment and withholding of Liquidated Damages for each day of delayed Substantial Completion beyond the Contract Time for Substantial Completion of the Work in the amount of Two-Thousand-Five-Hundred Dollars (\$2,500.00) per day.
  - 3.2 *Punchlist.* The Contractor shall be subject to assessment and withholding of Liquidated Damages if completion of Punchlist items for the Work are not achieved within the time established pursuant to the Contract Documents, in the amount of Five-Hundred Dollars (\$500.00) per day until all Punchlist items are completed.
  - 3.3 *Submittals.* The per diem assessment of Liquidated Damages for Contractor's delayed submission of Submittals pursuant to Article 4.7.2.1 of the General Conditions is the amount of One-Hundred Dollars (\$100.00) per Submittal per day until the required Submittal is submitted.
4. **Site Verification:**
  - 4.1 *Site Review.* Within seven (7) days of the date for commencement of the Work as set forth in the Notice to Proceed, the Contractor shall complete a review at the Site under the direction of the District to verify that the Construction Documents are adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents.
  - 4.2 *Documentation.* In the course of conducting the review provided for in this Paragraph, the Contractor shall maintain a written log or other documentation of comments, recommendations or other notations generated in the course of its review, and all such materials shall be available to the District for review or reproduction upon the District's reasonable request.
  - 4.3 *Certification.* Upon completion of the review set forth in this Paragraph, Contractor shall execute and deliver to the District the Site Verification Certification, included with the Contract Documents. The failure of the Contractor to execute and deliver the Site Verification Certification to the District no later than twenty-one (21) days after the date for commencement of the Work as set forth in the Notice to Proceed may be deemed by the District to be the Contractor's default of a material obligation hereunder.
5. **Labor Compliance Program.** The District intends has initiated and is enforcing a labor

compliance program for the Project in accordance with California Labor Code §§ 1770 et. seq. ("LCP"), as set forth in the Labor Compliance Program Manual, in accordance with the General Conditions at Article 4.18.8.

6. **Drawings and Specifications.** The number of sets of the Drawings and Specifications which the District will provide to the Contractor pursuant to Article 2.1.3 of the General Conditions is two (2). Additional sets of the Drawings and Specifications may be obtained by the Contractor from the District at the cost of reproduction.
7. **Deletion of Unit Price Item(s).** If the Bid Proposal for the Work includes proposal(s) for Unit Price Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Unit Price Item(s). If the District elects to add or delete any such Unit Price Item(s) pursuant to the foregoing, the debit or credit for such Unit Price Item(s) shall be in accordance with the amount(s) set forth in the Contractor's Unit Price Item(s) Proposal.
8. **Mark-ups on Changes to the Work.**
  - 8.1 *Changes Performed by Contractor.* In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead, including home office overhead, field office overhead, and general conditions costs, and profit shall not exceed **Fifteen percent (15%)** of the direct actual costs for performance of the Change if such Change is performed solely by the Contractor, as determined in accordance with the provisions of Article 9.4 of the General Conditions.
  - 8.2 *Changes Performed by Subcontractor.* To the extent that Changes to the Work, pursuant to Article 9 of the General Conditions, are performed by a Subcontractor, of any tier, the mark-up for all overhead, including home office overhead, field office overhead, and general conditions costs, and profit shall not exceed Seven percent (7%) of Contractor's direct actual costs and Ten percent (10%) of Subcontractor's direct actual costs, a total of **Fifteen percent (15%)**. The foregoing limitations on mark-ups shall apply regardless of the number of Subcontractors, of any tier, performing any portion of such Change.
  - 8.3 *Bond.* In addition to the foregoing provisions of this Paragraph, Contractor may add a bond premium fee equal to the lesser of its actual bond premium percentage or **One percent (1%)** of the actual direct costs for performance of the Change.
9. **Insurance**
  - 9.1 Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

Commercial General Liability Insurance:

Per Occurrence	\$2,000,000
Aggregate	\$4,000,000

Workers Compensation Insurance:

In accordance with limits established by law.	
Employers Liability Insurance	\$1,000,000

- 9.2 In accordance with Article 6.3 of the General Conditions coverage shall be provided for the full insurable value of the Work. Coverage for the perils of earthquakes **are not** to be included within the scope of coverage under the Builders Risk Insurance Policy. Notwithstanding Article 6.3 of the General Conditions only the Contractor for Bid.
- 9.3 In accordance with Article 6.5 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverages in the following minimum coverage amounts:

Commercial General Liability Insurance:

Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

Workers Compensation Insurance

In accordance with limits established by law.

Employers Liability Insurance	\$1,000,000
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10. **Rain Days.** For purposes of Article 7.4.1 of the General Conditions, Five (5) Rain Days are expected during the Contract Time. The Contractor's Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Rain Days set forth above. There shall be no adjustment to the Contract on account of unusually severe weather conditions resulting from rainfall until the actual number of Rain Days exceeds the number of Rain Days set forth above.
11. **Standardized Forms.** Each and every document generated and/or submitted by the Contractor relating to cost breakdowns, applications for payment, change order requests, requests for information, submittals, verified reports, progress reports, and all other matters relating to the administration of the Work as set forth in the General Conditions, shall be prepared by the Contractor on such forms as may be directed by the District. Unless otherwise expressly provided for in the Contract Documents, all such documents shall be submitted to the District with such frequency as the District may require in its sole reasonable discretion.
12. **Site Activity Limitations.**
- 12.1 Pursuant to Article 4.20 of the General Conditions, Work activities at the Site will be permitted only during the normal operating hours of the District, except with the prior written consent of the District. Furthermore, Contractor shall regulate the use of its forces and equipment as required against public or unauthorized access to the Work and to protect persons, the Work, and existing facilities from damage or injury. Except as expressly authorized by this paragraph, Contractor shall regulate the use of its forces and equipment to prevent Contractor's activities from interfering with the instructional and administrative functions of the District. If contractor is at the Site after 8:00 p.m., Contractor shall limit its Work so as not to disturb persons beyond the boundaries of the Site.
- 12.2 All limitations on Work activities set forth in these Special Conditions must be incorporated into and reflected in the Construction Schedules prepared by the Contractor pursuant to the Contract Documents. No adjustment of the Contract Time or the Contract Price will be allowed due to limitations on Work activities at the Site set forth in these Special Conditions.

13. **District Tests/Inspections.** Pursuant to Article 11.1.2 of the General Conditions, within twenty-one (21) days of the date of award of the Contract, the Contractor, the District, and the Architect shall meet and confer to establish, by mutual agreement, the specific tests/inspections to be conducted by or on behalf of the District and to establish limits on costs incurred by the District to complete such test/inspections. If mutual agreement is not reached as to tests/inspections to be completed by or on behalf of the District or the limitations on the District's costs to complete such tests/inspections, the Architect shall issue a final binding determination. The Contractor shall be responsible for all costs of tests/inspections exceeding those established pursuant to the forgoing.
14. **Facilities and Services for use by District.** Pursuant to Article 4.14.2 of the General Conditions, the Contractor shall provide, for the use of the District Inspector, a temporary office of not less than 128 square feet of floor area (8' x 16'), located as directed by District and to be maintained until removal is authorized by District ("Inspector's Office"). The Inspector's Office shall be of waterproof construction with adequate natural light, heating, ventilation and air-conditioning. All office equipment and furniture shall be clean, in good condition and working order, and is subject to approval of the District Inspector. Further, the Contractor shall provide four lines of local and toll telephone service comprised of two lines for voice communications, one dedicated line for fax service, and one dedicated line for internet access, and any other requirements as stated in the Specifications. Contractor shall provide and pay for adequate electric power, sanitary service, water, telephone service and equipment, adequate heat and air conditioning, and maintenance service for all of same as necessary to keep systems operational, for the Inspector's Office throughout the Contract Time.
15. **Warranty.** The provisions of Article 13.2 of the General Conditions notwithstanding, the Contractor shall, at its sole costs and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.
16. **Identification Badges.**
- 16.1 No employee or independent contractor to the Contractor, nor any employee or independent contractor to any Subcontractor, of any tier, shall be permitted access to the Site nor to perform any Work at the Site until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.
- 16.2 The provisions of Education Code § 45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this Paragraph.

- 16.3 In addition to the DOJ fingerprint verification requirements pursuant to this Paragraph, no employee or independent contractor to the Contractor or any Subcontractor, of any tier, shall be permitted access to the Site at any time unless such individual wears, in a prominent visual manner, a photographic identification badge issued by the District. The identification badge shall be prominently worn at all times while at the Site. Any person performing any Work at the Site without wearing a duly issued District photographic identification badge will be immediately removed from the Site. The District will issue photographic identification badges only to those individuals who are identified on a Fingerprinting Certification of the Contractor or a Subcontractor. The photographic identification badges are the sole and exclusive property of the District. The Contractor shall promptly return to the District each photographic identification badge once an employee or independent contractor to the Contractor or any Subcontractor of any tier has completed his Work at the Site or is absent from the Site for a period of thirty (30) consecutive days, whichever first occurs.
- 16.4 No unlawful activity is permitted at the Site. The sale, use, or consumption of alcoholic beverages or tobacco is not permitted at the Site. The identification badge of any person conducting himself in a manner inconsistent with this Paragraph shall be revoked.
- 16.5 The Contractor's compliance with the requirements of this Paragraph and/or the District's enforcement of the requirements of this Paragraph shall not result in adjustment of the Contract Time or the Contract Price.
17. **Site Maintenance.** Contractor shall at all times shall keep Site free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of same offsite in a lawful manner.

[END OF SECTION]



# Tab 24

## GENERAL CONDITIONS

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## GENERAL CONDITIONS

### ARTICLE 1: DEFINITIONS; GENERAL

- 1.1 District.** The "District" refers to **Liberty Union High School District** and unless otherwise stated, includes the District's authorized representatives, including the Project Manager, if a Project Manager is designated, the District's Board of Education and the District's officers, employees, agents and representatives.
- 1.2 Contractor.** The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.
- 1.3 Roofing Consultant.** The Roofing Consultant is the person or entity identified as such in the Agreement; references to the "Roofing Consultant" includes the Roofing Consultant's authorized representative.
- 1.4 The Work.** The "Work" is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfil the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.
- 1.5 The Project.** The Project is the total construction of which the Work performed by the Contractor under the Contract Documents which may be the whole or a part of the Project and which may include construction by the District or by separate contractors.
- 1.6 Surety.** The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.
- 1.7 Subcontractors; Sub-Subcontractors.** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site.
- 1.8 Material Supplier.** A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.
- 1.9 Drawings and Specifications.** The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services.
- 1.10** The Drawings and Specifications are intended to delineate and describe the Work and

its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.

- 1.11 Special Conditions; Supplemental Conditions.** If made a part of the Contract Documents, Special Conditions and Supplemental Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.
- 1.12 Contract Documents.** The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special, Supplemental or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.
- 1.13 Intent and Correlation of Contract Documents.**
- 1.13.1 Work of the Contract Documents.** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents are silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.
- 1.13.2 Technical Terms.** Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.13.3 Conflict in Contract Documents.** Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Roofing Consultant in accordance with Article 3.1.9 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Roofing Consultant will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.
- 1.14 Shop Drawings; Samples; Product Data ("Submittals").** Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor

or a Subcontractor, Sub-Subcontractor, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as "Submittals".

- 1.15 Division of State Architect ("DSA").** The DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulatory Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.
- 1.16 District's Inspector.** The District's Inspector is the individual designated and employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The District's Inspector shall be authorized to act on behalf of the District as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.
- 1.17 Contract Document Terms.** The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Roofing Consultant. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other areas similarly marked as "typical"; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.
- 1.18 Contractor's Superintendent.** The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.
- 1.19 Record Drawings.** The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.
- 1.20 Project Manager.** The Project Manager, if any, is the individual or entity designated as such in the Special Conditions. The Project Manager is an independent contractor retained by the District and shall be authorized and empowered to act on behalf of the District. In the event that a Project Manager is not designated in the Special Conditions, the District reserves the right to designate a Project Manager at any time

during Contractor's performance of the Work. The District reserves the right to remove or replace the Project Manager during Contractor's performance of the Work. The designation of a Project Manager, if one has not been designated in the Special Conditions, or the removal or replacement of the designated Project Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder.

- 1.21 Multi-Prime Contracts.** If the Special Conditions provide that District intends to construct the Project using the Multiple Prime Contractors delivery approach, Project construction shall be under the direction of a construction manager ("Construction Manager"). All references in the Contract Documents to the "Project Manager" shall be deemed to refer to the Construction Manager. All communications as that term is used in Article 4.1 of the General Conditions regarding the Work, the performance thereof, or the Contract Documents between the Contractors and the District shall be through the Construction Manager. Communications between Contractors, if any, shall be through the Construction Manager. The District's review of the Contractor's Project Construction Schedules shall include coordinating and conforming the Contractor's Project Construction Schedules with those of the other Multiple Prime Contracts for the Project for the purpose of creating a Master Approved Construction Schedule for the Work of the Contract Documents and all other Multiple Prime Contracts for the Project. Such review and coordination shall not be deemed the District's assumption of construction means, methods or sequences by the District, the Construction Manager, or the Roofing Consultant, all of which remain the Contractor's obligations under the Contract Documents.
- 1.22 Construction Equipment.** "Construction Equipment" is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.
- 1.23 Site.** The Site is the physical area designated in the Contract Documents for Contractor's performance, construction and installation of the Work.
- 1.24 Field Clarifications.** A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.
- 1.25 Defective or Non-Conforming Work.** Defective or non-conforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade or industry; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage occurring prior to Final Completion of all of the Work.
- 1.26 Delivery.** The term "delivery" used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition pending incorporation into the Work.
- 1.27 Notice to Proceed.** The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with

commencement of the Work and which establishes the date for commencement of the Contract Time.

- 1.28 Progress Reports; Verified Reports.** Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.

## **ARTICLE 2: DISTRICT**

### **2.1 Information Required of District.**

**2.1.1 Surveys; Site Information.** Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the District are set forth in the Contract Documents. Information not provided by the District or necessary information in addition to that provided by the District concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

**2.1.2 Permits; Fees.** Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work of the Contractor under the Contract Documents. If permits and fees are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall be solely responsible for obtaining the same; the cost of such permits or fees and any costs incurred by the Contractor in obtaining such permits shall be included within the Contract Price.

**2.1.3 Drawings and Specifications.** Except as otherwise provided for in the Contract Documents, the District shall furnish the Contractor, free of charge, the number of copies of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work of the Project.

## **ARTICLE 3:**

**3.1.1 Furnishing of Information.** Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees or warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in

the Contract Documents are as they are believed to exist. Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. The existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

**3.2 District's Right to Stop the Work.** In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law.

**3.3 Partial Occupancy or Use.**

**3.3.1 District's Right to Partial Occupancy.** The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the District's Inspector, the Contractor and the Roofing Consultant shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District's occupancy or use thereof is not impaired. The District's use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code § 7107.

**ARTICLE 4:**

**4.1.1 No Acceptance of Defective or Nonconforming Work.** Unless otherwise expressly agreed upon by the District and the Contractor, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the

District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

- 4.2 The District's Inspector.** In addition to the authority and rights of the District's Inspector as provided for elsewhere in the Contract Documents, all of the Work shall be performed under the observation of the District's Inspector. The District's Inspector shall have access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The performance of the duties of the District's Inspector under the Contract Documents shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

## **ARTICLE 5: ROOFING CONSULTANT**

### **5.1 Roofing Consultant's Administration of the Contract.**

- 5.1.1 Administration of Contract.** The Roofing Consultant and the Project Manager, if one is designated for the Work, will provide administration of the Contract as described in the Contract Documents, and will be the District's representatives during construction until the time that Final Payment is due the Contractor under the Contract Documents. The Roofing Consultant will advise and consult with the District, the Project Manager and the District's Inspector with respect to the administration of the Contract and the Work. The Roofing Consultant is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and powers established by law, including Title 24 of the California Code of Regulations.
- 5.1.2 Periodic Site Inspections.** The Roofing Consultant will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Roofing Consultant will not be required to make exhaustive or continuous Site inspections to check quality or quantity of the Work. On the basis of Site observations as an Roofing Consultant, the Roofing Consultant will keep the District informed of the progress of the Work, and will endeavor to guard the District against defects and deficiencies in the Work.
- 5.1.3 Contractor Responsibility for Construction Means, Methods and Sequences.** The Roofing Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. The Roofing Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 5.1.4 Review of Applications for Payment.** In accordance with Article 8 hereof, the Roofing Consultant will review the Contractor's Applications for Progress Payments and for Final Payment, evaluate the extent of Work performed and the amount properly due the Contractor on such Application for Payment.
- 5.1.5 Rejection of Work.** The Roofing Consultant is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Roofing Consultant considers it necessary or advisable, for implementation of the intent of the Contract Documents, the



Roofing Consultant will have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Roofing Consultant nor a decision made in good faith by the Roofing Consultant to exercise or not to exercise such authority shall give rise to a duty or responsibility of the at to the Contractor, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.

**5.1.6 Submittals.**

**5.1.6.1 Roofing Consultant's Review.** The Roofing Consultant will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Roofing Consultant's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Roofing Consultant's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Roofing Consultant, of any construction means, methods, techniques, sequences or procedures. The Roofing Consultant's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the Roofing Consultant.

**5.1.6.2 Time for Roofing Consultant's Review.** The Roofing Consultant's review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District's separate contractors while allowing sufficient time, in the Roofing Consultant's reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Roofing Consultant's review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents.

**5.1.7 Changes to the Work; Change Orders.** The Roofing Consultant will prepare Change Orders, and may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.

**5.1.8 Completion.** The Roofing Consultant will conduct observations to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the District, for the District's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

**5.1.9 Interpretation of Contract Documents.** The Roofing Consultant will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Roofing Consultant's

response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Roofing Consultant's review and response to requests under this Article 3.1.9, the Roofing Consultant shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Roofing Consultant will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Roofing Consultant will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Roofing Consultant's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

- 5.1.10 Request for Information.** If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), it shall be affirmative obligation of the Contractor to timely notify the Roofing Consultant, in writing, of the Conditions encountered and to request information from the Roofing Consultant necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the Roofing Consultant in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Roofing Consultant to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the Roofing Consultant a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Roofing Consultant. The Roofing Consultant's responses to any such Contractor request for information shall conform with the standards and time frame set forth in Article 3.1.9 of these General Conditions. The foregoing provisions notwithstanding, in the event that the Roofing Consultant reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Roofing Consultant and any other design consultant to the Roofing Consultant or the District. In responding to any of Contractor's request(s) for information, the Roofing Consultant shall, in the response, indicate if the Roofing Consultant has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the

request for information. Thereafter, the District is authorized to deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

- 5.2 Communications; Roofing Consultant's Role.** All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the District shall be through the Roofing Consultant. Communications between separate contractors, if any, shall be through the Roofing Consultant. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Project Manager and the Roofing Consultant for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the District, the Project Manager or Roofing Consultant to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder.
- 5.3 Termination of Roofing Consultant; Substitute Roofing Consultant.** In case of termination of employment of the Roofing Consultant, the District shall appoint a substitute Roofing Consultant whose status under the Contract Documents shall be that of the Roofing Consultant.

## **ARTICLE 6: THE CONTRACTOR**

- 6.1 Contractor Review of Contract Documents.**
- 6.1.1 Examination of Contract Documents.** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the Roofing Consultant any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the Roofing Consultant of the same, the Contractor shall assume full responsibility for such performance and shall bear all attributable costs for correction of the same.
- 6.1.2 Field Measurements.** Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions and other information known to the Contractor with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the Roofing Consultant at once.
- 6.1.3 Dimensions; Layouts and Field Engineering.** Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor shall be solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by the an engineer duly registered under the laws of

the State of California in the engineering discipline for such portion of the Work.

**6.1.4 Work in Accordance With Contract Documents.** The Contractor shall perform all of the Work in strict conformity with the Contract Documents and approved Submittals.

**6.2 Site Investigation; Subsurface Conditions.**

**6.2.1 Contractor Investigation.** The Contractor shall be responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may effect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor or utilities; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Agreement.

**6.2.2 Subsurface Data.** By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations are approximate only and is neither guaranteed or warranted by the District to be complete and accurate. The Contractor shall examine all boring and other subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered. The District assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

**6.2.3 Subsurface Conditions.** If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the District's Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code § 25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract

Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code § 7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

### **6.3 Supervision and Construction Procedures.**

**6.3.1 Supervision of the Work.** The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

**6.3.2 Responsibility for the Work.** The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Project Manager, District's Inspector or the Roofing Consultant, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**6.3.3 Surveys.** The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work, including without limitation, slope stakes, points, lines and elevations. The Contractor shall be responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work. The cost of any surveys and the establishment, location, maintenance and preservation of benchmarks, reference points and stakes shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

**6.3.4 Construction Utilities.** Except for construction utility services provided by the District as noted in the Special Conditions, the Contractor shall arrange for the furnishing of and shall pay the costs of all utility services, necessary for performance of the Work and the Contractor's obligations under the Contract Documents. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including meters as required by the District, to the Site. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be

borne by the Contractor and included in the Contract Price.

**6.3.5 Existing Utilities; Removal, Relocation and Protection.** In accordance with California Government Code § 4215, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 4.3.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District, the District's Inspector, the Roofing Consultant, the Project Manager and the utility owner. In the event that such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

**6.3.6 Conferences and Meetings.** A material obligation of the Contractor under the Contract Documents is the attendance by the Contractor's supervisory personnel for the Work and the Contractor's management personnel as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

**6.3.6.1 Pre-Construction Conference.** The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will address items such as the Contractor's access to the Site, review of construction procedures and requirements and other matters pertaining generally to construction of the Work.

**6.3.6.2 Progress Meetings.** Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Roofing Consultant or the Project Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: a formal and regular forum for discussion of the status and progress of the

Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress Schedule and Submittals.

**6.3.6.3 Special Meetings.** As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

**6.3.6.4 Minutes of Meetings.** Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Roofing Consultant or the Project Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Roofing Consultant and the Project Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Roofing Consultant or the Project Manager; such objections or corrections shall be submitted to the Roofing Consultant and the Project Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

#### **6.4 Labor and Materials.**

**6.4.1 Payment for Labor, Materials and Services.** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

**6.4.2 Employee Discipline.** The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor or Sub-subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor 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 and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

**6.4.3 Contractor's Superintendent.** The Contractor shall employ a competent superintendent and all necessary assistants who shall be in attendance at the Site at all times during performance of the Work. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor's superintendent. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. The Contractor shall dismiss the superintendent or any of his/her assistants if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall

have the right to approve of the replacement superintendent or assistant.

**6.4.4 Prohibition on Harassment.**

**6.4.4.1 District's Policy Prohibiting Harassment.** The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

**6.4.4.2 Contractor's Adoption of Anti-Harassment Policy.** Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.4.

**6.4.4.3 Prohibition on Harassment at the Site.** Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.4.2 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause,



District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, board of education, trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

**6.5 Taxes.** The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

**6.6 Permits, Fees and Notices; Compliance With Laws.**

**6.6.1 Payment of Permits, Fees.** Unless otherwise provided in the Contract Documents, the District shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work.

**6.6.2 Compliance With Laws.** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.

**6.6.3 Notice of Variation From Laws.** If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the Roofing Consultant and the District's Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or regulations applicable to the Work without such notice to the Roofing Consultant and the District's Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

**6.7 Submittals.**

**6.7.1 Purpose of Submittals.** Shop Drawings, Product Data, Samples and similar submittals (collectively "Submittals") are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract

Documents.

**6.7.2 Contractor's Submittals.**

**6.7.2.1 Prompt Submittals.** The Contractor shall review, approve and submit to the Roofing Consultant or such other person or entity designated by the District, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Roofing Consultant within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule prepared and submitted by the Contractor pursuant to Article 7 of these General Conditions. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. In the event of Contractor's failure or refusal to deliver Submittals to the Roofing Consultant in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth in the Special Conditions for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Contractor's submission of such Submittal. Contractor and District acknowledge and agree that if Contractor shall fail to deliver Submittals in accordance with the Submittal Schedule, the District will incur costs and expenses not contemplated by the Contract Documents, the exact amount of which are difficult to ascertain and fix. Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Special Conditions represents a reasonable estimate of costs and expenses the District will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor's submission of all required Submittals in accordance with the Submittal Schedule, in the event that the District or the Roofing Consultant reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 4.7.2.2, 4.7.2.3 and 4.7.2.4 of these General Conditions and/or such Submittals are not otherwise complete and accurate so as to require re-submission, Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation Roofing Consultant's fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, any per diem assessments imposed under this Article 4.7.2.1 for Contractor's delayed submission of Submittals. In the event of the District's imposition of the per diem assessments due to the Contractor's delayed submission of Submittals or in the event of the District's assessment of costs and expenses incurred to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform with the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittal.

**6.7.2.2 Approval of Subcontractor Submittals.** All Submittals prepared by Subcontractors, of any tier, Material Suppliers, manufacturers or distributors

shall bear the written approval of the Contractor thereto prior to submission to the Roofing Consultant for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.

**6.7.2.3 Verification of Submittal Information.** By approving and submission of Submittals, the Contractor represents to the District and Roofing Consultant that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

**6.7.2.4 Information Included in Submittals.** All Submittals shall be accompanied by a written transmittal or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with each Submittal numbered consecutively for ease of reference along with the following information: (i) date of submission; (ii) project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required for the Roofing Consultant's review, evaluation and approval of the Contractor's Submittals.

**6.7.2.5 Contractor Responsibility for Deviations.** The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Roofing Consultant's review of Submittals unless the Contractor has specifically informed the Roofing Consultant in writing of such deviation at the time of submission of the Submittal and the Roofing Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Roofing Consultant's review thereof.

**6.7.2.6 No Performance of Work Without Roofing Consultant Review.** The Contractor shall perform no portion of the Work requiring the Roofing Consultant's review of Submittals until the Roofing Consultant has completed its review and returned the Submittal to the Contractor indicating "No Exception Taken" to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Roofing Consultant in review of Submittals and other applicable portions of the Contract Documents.

**6.7.3 Roofing Consultant Review of Submittals.** The purpose of the Roofing Consultant's review of Submittals and the time for the Roofing Consultant's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Roofing Consultant returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal

conforming with the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Roofing Consultant's direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Roofing Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Roofing Consultant's review of the Submittals is for the limited purposes described in the Contract Documents. The following notations or notations of a similar nature on a reviewed Submittal will require the Contractor action noted below.

NO EXCEPTIONS TAKEN	No formal revision required
MAKE CORRECTIONS NOTED	Contractor to make corrections without re-submission required
REVISE AND RE-SUBMIT	Revise in accordance with directions and re-submit
REJECTED RE-SUBMIT	Prepare alternative Submittal in compliance with requirements of Contract Documents.

**6.7.4 Deferred Approval Items.** In the event that any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item, Contractor shall be solely and exclusively responsible for the preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time.

**6.8 Materials and Equipment.**

**6.8.1 Specified Materials, Equipment.** References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition.

**6.8.2 Approval of Substitutions or Alternatives.** The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items and the Contractor certifies to the Roofing Consultant that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to the Roofing Consultant that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data to the Roofing Consultant to permit its proper evaluation of the proposed substitution or alternative. If requested by the Roofing Consultant, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or

alternative which the Roofing Consultant deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Roofing Consultant's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Roofing Consultant's review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Roofing Consultant's decision evaluating the Contractor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Roofing Consultant; provided, however, that in the event a substitution or alternative accepted by the Roofing Consultant and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor's furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees of the Roofing Consultant, of the Roofing Consultant's consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Roofing Consultant's review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of the District's award of the Contract to Contractor by action of the District's Board of Education; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

**6.8.3 Placement of Material and Equipment Orders.** Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor or Sub-Subcontractor performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor or Sub-Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District or the Roofing Consultant, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor or Sub-Subcontractor.

**6.8.4 District's Right to Place Orders for Materials and/or Equipment.** Notwithstanding any other provision of the Contract Documents, in the event that the Contractor shall, upon request of the District or the Roofing Consultant, fail or refuse, for any reason, to provide reasonably satisfactory written

evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the District's conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials and/or equipment pursuant to the foregoing, the election of the District to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

## **6.9 Safety.**

**6.9.1 Safety Programs.** The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

**6.9.2 Safety Precautions.** The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**6.9.3 Safety Signs, Barricades.** The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

**6.9.4 Safety Notices.** The Contractor shall give or post all notices required by

applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**6.9.5 Safety Coordinator.** The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District's Inspector and the Roofing Consultant.

**6.9.6 Emergencies.** In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss.

**6.9.7 Hazardous Materials.**

**6.9.7.1 General.** In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all laws, rules, ordinances or regulations applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

**6.9.7.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs").** Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Roofing Consultant and the District's Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the

removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Contractor's Performance Bond Surety.

**6.9.7.3 Disposal of Hazardous Materials.** Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with any and all applicable laws, regulations, orders, procedures or ordinances.

## **6.10 Maintenance of Documents.**

**6.10.1 Documents at Site.** The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Roofing Consultant; (iv) Record Drawings; (v) Material Safety Data Sheets ("MSDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; (vi) if the Work is funded in whole or in part under the Leroy F. Greene School Facilities Act of 1998 (Education Code §§17070.10 et. seq.), data and records relating to DVBE participation in the Work; and (vii) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Project Manager, the Roofing Consultant, the District's Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing shall be assembled and transmitted to the Roofing Consultant for delivery to the District.

**6.10.2 Maintenance of Record Drawings.** During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the District, the District's Inspector or the Roofing Consultant, the Contractor shall make the Record Drawings maintained here under available for the District's review and inspection. The District's review and inspection of the Record



Drawings during the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Roofing Consultant.

- 6.11 Use of Site.** The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.
- 6.12 Clean-Up.** The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. In the event that the Work of the Contract Documents includes painting and/or the installation of floor covering, prior to commencement of any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The District's Inspector or Project Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.
- 6.13 Access to the Work.** The Contractor shall provide the DSA, the District, the Project Manager, the District's Inspector, the Roofing Consultant and the Roofing Consultant's consultant(s) with access to the Work, whether in place, preparation and progress and wherever located.

**6.14 Facilities and Information for the District's Inspector.**

**6.14.1 Information to District's Inspector.** The Contractor shall furnish the District's Inspector access to the Work for obtaining such information as may be necessary to keep the District's Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein.

**6.14.2 Facilities for District's Inspector.** The Contractor shall provide, without adjustment of the Contract Price, for use by the District's Inspector, the District and Project Manager the facilities, equipment, furnishings and services set forth in the Specifications. If the Contractor does not provide the facilities, furnishings, equipment and services set forth in the Specifications, or fails to pay timely any charges or fees arising out of the use of the same, the District may, as applicable, procure facilities, furnishings, equipment and services required by the Contract Documents or pay outstanding charges. Contractor shall reimburse the District for all costs, including the District's administrative costs, incurred by the District pursuant to the preceding sentence; in lieu of the Contractor's reimbursement and at the sole and exclusive discretion of the District, such costs may be deducted by the District from any portion of the Contract Price or thereafter due the Contractor.

**6.15 Patents and Royalties.** The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.

**6.16 Cutting and Patching.** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

**6.17 Encountering of Hazardous Materials.** In the event the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the District's Inspector and the Roofing Consultant, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. In the event such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

**6.18 Wage Rates; Employment of Labor.**

**6.18.1 Determination of Prevailing Rates.** Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

**6.18.2 Payment of Prevailing Rates.** There shall be paid each worker of the Contractor, or any Subcontractor, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker.

**6.18.3 Prevailing Rate Penalty.** The Contractor shall, as a penalty, forfeit Fifty Dollars (\$50.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

**6.18.4 Payroll Records.** Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the

principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 4.18.4, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

#### **6.18.5 Hours of Work.**

**6.18.5.1 Limits on Hours of Work.** Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

**6.18.5.2 Penalty for Excess Hours.** The Contractor shall pay to the District a penalty of Twenty-five Dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

**6.18.5.3 Contractor Responsibility.** Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays

shall be performed without adjustment to the Contract Price or any other additional expense to the District.

**6.18.6 Apprentices.**

**6.18.6.1 Employment of Apprentices.** Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

**6.18.6.2 Apprenticeship Certificate.** When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. The Contractor and Subcontractors shall submit contract award information to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

**6.18.6.3 Ratio of Apprentices to Journeymen.** The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than

one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

- 6.18.6.4 Exemption From Ratios.** The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization

which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

**6.18.6.5 Contributions to Trust Funds.** The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprentice Able Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

**6.18.6.6 Contractor's Compliance.** The responsibility of compliance with this Article for all Apprentice Able Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

**6.18.7 Employment of Independent Contractors.** Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status

pursuant to California Labor Code §2750.5. In the event that Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 4.18.7 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

**6.18.8 Labor Compliance Program.** The District has initiated and enforces a labor compliance program in accordance with California Labor Code §§ 1770 et. seq. ("LCP")

**6.18.8.1** A material obligation of each Contractor awarded a Contract is its strict compliance with all applicable provisions and requirements of the LCP and its strict enforcement of such provisions and requirements on its Subcontractors and others under the direction or control of the Contractor relating to the Work or the Project. A copy of the LCP is available for review and reproduction in the District's administrative office.

**6.18.8.2 Pre-Construction Conference.** In addition to the matters included in the scope of the Pre-Conference, as set forth in Article 4.3.6.1 of the General Conditions, the Pre-Construction conference will include a discussion of the subject matters indicated in the Pre-Construction Conference portion of the LCP, including general requirements of the LCP, measures for compliance with, and enforcement of, LCP requirements, and penalties for failure to comply. The Contractor awarded a Contract for a Bid Package and each Subcontractor identified by such Contractor in its Subcontractors List submitted with its Bid Proposal. The foregoing notwithstanding, if the District reasonably determines that individuals or entities in addition to the Contractor and its listed Subcontractor are necessary attendees at the Pre-Construction conference, the Contractor is responsible for measures necessary to secure the attendance of such other persons or entities at the Pre-Construction conference.

**6.18.8.3 Maintenance and Weekly Submission of Certified Payroll Records.** The Contractor and each of its Subcontractors shall maintain accurate, complete and current payroll records as required by the LCP. During the progress of the Work, until Final Payment is due, the Contractor and its Subcontractors shall maintain and submit Certified Payroll Records on a weekly basis. No later than the 5:00 P.M. on each Monday during the Work, the Contractor shall submit to the Construction Manager Certified Payroll Records for the Contractor and its Subcontractors for all persons providing or performing any Work in the immediately preceding week. The Certified Payroll Records maintained and submitted hereunder shall be in strict conformity with requirements established in the LCP. A material obligation of the Contractor under the Contract Documents is the Contractor's and its Subcontractor's strict compliance with requirements of the LCP relating to maintenance and submission of Certified Payroll Records. The Contractor's submittal of weekly



Certified Payroll Records in strict conformity with requirements of the LCP is an express condition precedent to the District's obligation to disburse any Progress Payment to the Contractor and the Contractor's entitlement to receipt of any Progress Payment.

**6.18.8.4 District Audit of Certified Payroll Records.** Pursuant to the LCP, the District shall, as appropriate or necessary conduct audits of Certified Payroll Records. If upon conducting such audits, the District determines that the Contractor or its Subcontractors have committed violations of the LCP, the Contractor and/or its Subcontractors shall be subject to all penalties, assessments and other remedies set forth in the LCP or by operation of law for such violations.

**6.18.8.5 Contractor's Rights Upon Determination of Violation.** If upon audit of Certified Payroll Records, the District determines that the Contractor has violated, or failed to comply with, applicable provisions of the LCP, the Contractor shall be subject to the penalties, assessments and other remedies set forth in the LCP for the Contractor's violation of, or failure to comply with, the LCP. To the extent applicable, the Contractor shall be entitled to contest or appeal such determination, as set forth in the LCP, provided that the Contractor strict complies with all applicable provisions of applicable law and the LCP relating to the initiation and completion of proceeding to contest or appeal a determination that the Contractor has committed a violation of, is has failed to comply with, the LCP.

**6.18.8.6 LCP Not Exclusive.** The LCP is not the exclusive source of Contractor's obligations relating to the payment of prevailing wages and compliance with apprenticeship standards. A material obligation of the Contractor under the Contract Documents is the Contractor's compliance with all applicable laws, codes, regulations, rules and orders relating to the employment of labor, working conditions, and payments to laborers for Work performed or provided by laborers.

**6.19 Assignment of Antitrust Claims.** Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgement or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

- 6.20 Limitations Upon Site Activities.** Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the

Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the District.

**6.21 Fingerprinting; Education Code §§ 45125.1 and 45125.2**

**6.21.1 General; School Session Requirements.** The Contractor acknowledges that the safety of students on or about the Site is of paramount importance and that Contractor's compliance with these provisions is a material obligation of the Contractor under the Contract Documents. To ensure the safety of students on or about the Site, the Contractor agrees that if at any time during performance of any Work at or about the Site occurs when classes are in session at the Site or during school related functions at the Site, no personnel of the Contractor, Subcontractor, Material Supplier or others performing or providing any portion of the Work of the Contract Documents will be permitted access to the Site unless such personnel are specifically identified in Exhibit A to a Fingerprint Certification. Any personnel at the Site who is not identified in Exhibit A to a Fingerprint Certification will be immediately removed from the Site and will not be permitted access until a Fingerprint Certification is submitted to the District identifying such personnel in Exhibit A thereto. Neither the Contract Time nor the Contract Price shall be adjusted on account of the removal of any personnel from the Site pursuant to the foregoing.

**6.21.2 Non-School Session.** If at any time during performance of Work at or about the Site which when classes are not in session at the Site or when there are no other school related functions at the Site, personnel of the Contractor, Subcontractors, Material Suppliers or others performing or providing any portion of the Work will be permitted access to the Site without such personnel being specifically identified in Exhibit A to a Fingerprint Certification. The foregoing notwithstanding, during such times, the Contractor shall comply with the provisions of Education Code §42125.2 by either: (a) erecting physical barriers to limit contact with students or (b) continual supervision and monitoring of personnel at the Site by a employee of the Contractor who has been verified by the California Department of Justice as not having been convicted of a violent or serious felony. If the Contractor elects the procedure under (b) in the preceding sentence, the Contractor shall submit a Fingerprint Certification attesting to the Department of Justice verification that such employee has not been convicted of a violent or serious felony and has no felony proceedings pending against her/him. The provisions of Education Code §45125.2 notwithstanding, there will be no surveillance of the personnel of the Contractor, Subcontractors, Material Suppliers or others performing or providing Work at the Site by the personnel of the District.

## **ARTICLE 7: SUBCONTRACTORS**

- 7.1 Subcontracts.** Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically

binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District and the Roofing Consultant. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor's execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Roofing Consultant or the Project Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents.

## **7.2 Substitution of Listed Subcontractor.**

**7.2.1 Substitution Process.** Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 5.2 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the District's Inspector, the Roofing Consultant, the Project Manager or attorneys fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the District from the Contract Price then or thereafter due the Contractor.

**7.2.2 Responsibilities of Contractor Upon Substitution of Subcontractor.** The District's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. In the event of the District's consent to the substitution of a listed Subcontractor, the Roofing Consultant shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor. In the event that the Roofing Consultant determines that revised or additional Submittals are required of the newly substituted Subcontractor, the Roofing Consultant shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Roofing Consultant not later than thirty (30) days following the date of the Roofing Consultant's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Roofing Consultant, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by the newly substituted Subcontractor in less than thirty (30) days, the Roofing Consultant shall so state in its written notice to the Contractor. In the event that the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such

earlier time as determined by the Roofing Consultant pursuant to the preceding sentence, following the Roofing Consultant's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.2.2 shall conform with the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Roofing Consultant or any design consultant to the Roofing Consultant or the District and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.2.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.2.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

- 7.3 Subcontractors' Work.** Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (a) coordinate its Work with the dependent Work; (b) provide necessary dependent data and requirements; (c) supply and/or install items to be built into the dependent Work of others; (d) make appropriate provisions for dependent Work of others; (e) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (f) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.
- 7.4 Disabled Veteran Business Enterprises** Upon completion of the Work, Contractor shall submit a report to the District on a District-approved DVBE Participation Report identifying all Disabled Veteran Business Enterprises ("DVBE's") utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. The submission to the District of such report shall be deemed a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of such report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the DVBE Participation Goal of Three Percent (3%) of the Contract Price. District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to the performance of the Contract. District, or its designee, shall have access to any of Contractor's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal.

## **ARTICLE 8: INSURANCE; INDEMNITY; BONDS**

- 8.1 Workers' Compensation Insurance; Employer's Liability Insurance.** The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.
- 8.2 Commercial General Liability and Property Insurance.** The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; and (vi) Completed Operations.
- 8.3 Builder's Risk "All-Risk" Insurance.** The Contractor, during the progress of the Work and until Final Acceptance of the Work by the District upon completion of the entire Contract, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, and collapse. Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the District as an additional named insured, and any other person with an insurable interest designated by the District as an additional named insured. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no claims for such loss or damage shall be recognized by the District, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.
- 8.4 Coverage Amounts.** The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment

of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

## **8.5 Evidence of Insurance; Subcontractor's Insurance.**

**8.5.1 Certificates of Insurance.** Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverage's required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District as an additional insured as its interests may appear. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

**8.5.2 Subcontractors' Insurance.** Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform with the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

**8.6 Maintenance of Insurance.** Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in

these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

**8.7 Contractor's Insurance Primary.** All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

**8.8 Indemnity.** Unless arising solely out of the active negligence, gross negligence or willful misconduct the District or the Roofing Consultant, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District and its Board of Education, officers, employees, agents and representatives (including the District's Inspector); (ii) the Roofing Consultant and its consultants for the Work and their respective agents and employees; and (iii) if one is designated by the District for the Work, the Project Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) Stop Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any Subcontractor, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold

harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

- 8.9 Payment Bond; Performance Bond.** Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. Unless otherwise stated in the Special Conditions, the amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.9 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

## **ARTICLE 9: CONTRACT TIME**

- 9.1 Substantial Completion of the Work Within Contract Time.** Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Roofing Consultant and the District's Inspector as such in accordance with the Contract Documents.
- 9.2 Progress and Completion of the Work.**
- 9.2.1 Time of Essence.** Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.
- 9.2.2 Substantial Completion.** Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Roofing Consultant and the District's Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the District's Inspector and the Roofing Consultant shall be controlling and final.



**9.2.3 Correction or Completion of the Work After Substantial Completion.**

**9.2.3.1 Punchlist.** Upon achieving Substantial Completion of the Work, the District, The District's Inspector, the Project Manager, if any, the Roofing Consultant and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor ("the Punchlist"). The exclusion of, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

**9.2.3.2 Time for Completing Punchlist Items.** In addition to setting forth items for correction or completion pursuant to Article 7.2.3.1, the Project Manager, if any, Contractor and Roofing Consultant shall, after the joint inspection, establish a reasonable time for Contractors' completion of all Punchlist items. If mutual agreement is not reached for the Contractor's completion of Punchlist items, the Roofing Consultant shall determine such time, and in such event, the time determined by the Roofing Consultant shall be final and binding upon the District and Contractor so long as the Roofing Consultant's determination is made in good faith. The Contractor shall promptly and diligently proceed to complete all Punchlist items within the time established. In the event that the Contractor shall fail or refuse, for any reason, to complete all Punchlist items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.4 hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punchlist items, the District may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punchlist items provided, however that such election by the District is in addition to and not in lieu of any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete Punchlist items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection herewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor, if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District for any such excess costs

**9.2.4 Final Completion.** Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all correction or completion items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Roofing Consultant and the District's Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the District's Inspector and the Roofing Consultant shall be controlling and final.

**9.2.5 Contractor Responsibility for Multiple Inspections.** In the event the Contractor shall request determination of Substantial Completion or Final Completion by the District's Inspector, Project Manager and the Roofing Consultant and it is determined by the District's Inspector, Project Manager and the Roofing Consultant that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a

subsequent time to make such determination, the Contractor shall be responsible for all costs of such reinspection, including without limitation, the fees of the Roofing Consultant and the salary of the District's Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

**9.2.6 Final Acceptance.** Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Education; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Education after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon which the District's Board of Education approves of the Final Acceptance of the Work.

### **9.3 Progress Schedule.**

**9.3.1 Submittal of Preliminary Construction Schedule.** Within five (5) days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Project Manager and the Roofing Consultant a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. If the Construction Schedules required under this Article 7.3 incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

**9.3.2 Review of Preliminary Construction Schedule.** The District, the Project Manager and the Roofing Consultant shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, the

Preliminary Construction Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Progress Schedule and any comments thereto by the District, the Project Manager and/or the Roofing Consultant shall not be deemed to be the assumption of construction means, methods or sequences by the District, the Project Manager or the Roofing Consultant, all of which remain the Contractor's obligations under the Contract Documents.

**9.3.3 Preparation and Submittal of Contract Construction Schedule.** Within ten (10) days of the District's return of the Preliminary Construction Schedule to the Contractor pursuant to Article 7.3.2 above, the Contractor shall prepare and submit to the Roofing Consultant and the Project Manager the Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the District, the Project Manager and the Roofing Consultant shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will approve such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's approval of the form and content of a Construction Schedule, the same shall be deemed the "Approved Construction Schedule." The District's approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Approved Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the District and the Roofing Consultant. Updates to the Approved Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Approved Construction Schedule. In the event that the Approved Construction Schedule shall depict completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the Approved Construction Schedule.

**9.3.4 Revisions to Approved Construction Schedule.** In the event that the progress of the Work or the sequencing of the activities of the Work shall

materially differ from that indicated in the Approved Construction Schedule, as determined by the District in its reasonable discretion and judgment, the District may direct the Contractor to revise the Approved Construction Schedule; within fifteen (15) days of the District's direction, the Contractor shall prepare and submit to the Roofing Consultant and the Project Manager a revised Approved Construction Schedule, for review and approval by the District. The Contractor may request consent of the District to revise the Approved Construction Schedule. Any such request shall be considered by the District only if in writing setting forth the Contractor's proposed revision(s) to the Approved Construction Schedule and the reason(s) therefor. The District may consent to, or deny, any such request of the Contractor to revise the Approved Construction Schedule in its reasonable discretion.

**9.3.5 Updates to Approved Construction Schedule.** The Contractor shall monitor and update the Approved Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. The Contractor shall provide the District, the Project Manager and the Roofing Consultant with updated Approved Construction Schedules indicating progress achieved and activities commenced or completed within the prior updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Approved Construction Schedule. Any such revisions to the Approved Construction Schedule shall result in the District's rejection of such update and Contractor shall, within seven (7) days of the District's rejection of such update, submit to the Roofing Consultant and the Project Manager an Updated Approved Construction Schedule which does not incorporate any such revisions. If requested by the District, the Contractor shall also submit, with its updates to the Approved Construction Schedule a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Approved Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

**9.3.6 Contractor Responsibility for Construction Schedule.** The Contractor shall be responsible for the preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents, and any failure of the Contractor to do so may be deemed by the District as the Contractor's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedules shall be solely that of the Contractor and no such cost or expense shall be charged to the District. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, maintenance or updating of the Construction Schedules.

**9.4 Adjustment of Contract Time.** If Substantial Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

**9.4.1 Excusable Delays.** If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Roofing Consultant; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions or DSA directives to stop the Work. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of "Rain Days" to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work shall exceed those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the progress of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

**9.4.2 Compensable Delays.** If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the District, the Roofing Consultant, or separate contractor employed by the District (collectively "Compensable Delays"), upon Contractor's request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Roofing Consultant and the District. In accordance with California Public Contract Code §7102, if the Contractor's progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within

the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

**9.4.3 Unexcusable Delays.** Unexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.

**9.4.4 Adjustment of Contract Time.**

**9.4.4.1 Procedure for Adjustment of Contract Time.** The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of the same.

**9.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays.** Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.

**9.5 Liquidated Damages.** Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve Substantial Completion of the Work within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to

pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, Substantial Completion or completion of the Punchlist items are achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed submission of Submittals, Substantial Completion or completion of Punchlist items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

## **ARTICLE 10: CONTRACT PRICE**

- 10.1 Contract Price.** The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.
- 10.2 Cost Breakdown.** Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, on forms provided by the District, a detailed estimate and complete Cost Breakdown of the Contract Price, including a specific allocation of a portion of the Contract Price to: (a) supervision costs; (b) general administrative expenses, including general condition costs; and (c) profit. The Cost Breakdown shall be subject to the District's review and approval of the form and content thereof. In the event that the District shall reasonably object to any portion of the Cost Breakdown, within ten (10) days of the District's receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District's objection(s) to the Cost Breakdown. Within five (5) days of the date of the District's written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District has approved of the entirety of the Cost Breakdown. Once the Cost Breakdown is approved by the District, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole reasonable discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made by the District in equal installments with its disbursements of Progress Payments and the Final Payment with the amount of each

such installment equal to the aggregate amount of such items as reflected in the Cost Breakdown divided by the number of months of the Contract Time.

### **10.3 Progress Payments.**

**10.3.1 Applications for Progress Payments.** During the Contractor's performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the Project Manager and the Roofing Consultant, Applications for Progress Payments, on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in the Applications for Progress Payments shall be based upon the District approved Cost Breakdown pursuant to Article 8.2 above and such values shall be only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

**10.3.2 District's Review of Applications for Progress Payments.** In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the District shall cause the same to be reviewed by the District's Inspector, the Project Manager, if one is designated by the District, and the Roofing Consultant, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) Certified Payrolls of the Contractor and all Subcontractors, of any tier, for laborers performing any portion of the Work for which a Progress Payment is requested; (ii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (iii) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (iv) if applicable, a current union statement reflecting that the Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; and (v) a certification by the Contractor that it has continuously maintained, or caused to be maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Roofing Consultant or the Project Manager prior to disbursement of the Progress Payment. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days



after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

**10.3.3 Roofing Consultant and District's Inspector Review of Applications for Progress Payments.** Upon receipt of an Application for Progress Payment, the Roofing Consultant and the District's Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with the terms of the Contract Documents and to determine the portion of the Application for Progress Payment which is properly due to the Contractor under the terms of the Contract Documents.

**10.3.4 District's Disbursement of Progress Payments.**

**10.3.4.1 Timely Disbursement of Progress Payments.** In accordance with Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to ninety percent (90%) of the value of the Work indicated in the Application for Progress Payment which is actually in place as of the date of the Application for Progress Payment and as verified and approved by the District's Inspector and the Roofing Consultant and the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the District's receipt of all documents set forth in Article 8.3.2 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. If an Application for Progress Payment is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Application for Progress Payment, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment shall be deemed to commence on the date that the District is actually in receipt of documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

**10.3.4.2 Untimely Disbursement of Progress Payments.** In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, in the event that the District shall determine that any Application for Progress

Payment is not proper, pursuant to Article 8.3.2 above, and the District does not return such Application for Progress Payment within the seven (7) day period provided for in Article 8.3.2, the period of time for the District's disbursement of the Progress Payment on such Application for Progress Payment without incurring the interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

**10.3.4.3 District's Right to Disburse Progress Payments by Joint Checks.**

Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may in its sole discretion, issue joint checks to the Contractor and such Subcontractor or Material Supplier in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

**10.3.4.4 No Waiver of Defective or Non-Conforming Work.** The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.

**10.3.5 Progress Payments for Changed Work.** The Contractor's Applications for Progress Payment may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the District's Inspector, the Roofing Consultant and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

**10.3.6 Materials or Equipment Not Incorporated Into the Work.**

**10.3.6.1 Limitations Upon Payment.** Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor's submittal of an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.

**10.3.6.2 Materials or Equipment Delivered and Stored at the Site.** The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (a) the materials or equipment have been delivered to the Site; (b) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; and (c) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the

District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

**10.3.6.3 Materials or Equipment Not Delivered or Stored at the Site.** No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site.

**10.3.7 Exclusions From Progress Payments.** In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor, of any tier, or Material Supplier because of a dispute or any other reason.

**10.3.8 Title to Work.** The Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and the Contractor has received payment from the District therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

**10.3.9 Substitute Security for Retention.** In accordance with the provisions of California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the District within ten (10) days following award of the Contract to Contractor shall be deemed a waiver of such right.

#### **10.4 Final Payment.**

**10.4.1 Application for Final Payment.** When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Roofing Consultant and the District's Inspector will promptly make a final inspection of the Work and when the Roofing Consultant and the District's Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Roofing Consultant and the District's Inspector will thereupon promptly approve the Application for Final

Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

**10.4.2 Conditions Precedent to Disbursement of Final Payment.** Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

**10.4.3 Disbursement of Final Payment.** Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

**10.4.4 Waiver of Claims.** The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

**10.4.5 Claims Asserted After Final Payment.** Any lien, stop notice or other claim

filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys fees incurred by the District in connection therewith. In the event any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorneys fees incurred by District in connection therewith.

- 10.5 Withholding of Payments.** The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; or (viii) the Contractor's failure to perform any of its obligations under the Contract Documents or its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the District's Inspector, the Roofing Consultant or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

- 10.6 Payments to Subcontractors.** The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be

deemed to refer to the District. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

#### **10.7 Computerized Job Cost Reporting System.**

**10.7.1 Job Cost Reporting.** The Contractor and each Subcontractor with a Subcontract valued at One Million Five Hundred Thousand Dollars (\$1.5M) or greater shall maintain a computerized job cost reporting system conforming with the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

**10.7.2 Job Cost Reporting System Requirements.** The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (a) providing overall cost status on a monthly and cumulative basis; (b) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (c) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

**10.7.3 Job Cost System Information.** Upon request of the District, the Contractor and applicable Subcontractors shall make available written job cost reports and/or provide the District with the electronic files of the then current or requested job cost report. The Contractor's failure to make such reports or files available is the Contractor's default of a material obligation hereunder.

### **ARTICLE 11: CHANGES**

**11.1 Changes in the Work.** The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District's written authorized issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the

Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

**11.2 Oral Order of Change in the Work.** Any oral order, direction, instruction, interpretation, or determination from the District, the District's Inspector or the Roofing Consultant which in the opinion of the Contractor causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Roofing Consultant and the District's Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

**11.3 Contractor Submittal of Data.** Within thirty (30) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Roofing Consultant, the District's Inspector and the District a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

**11.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.**

**11.4.1 Adjustment to Contract Price.** Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

**11.4.1.1 Mutual Agreement.** By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change.

Upon request of the District or the Roofing Consultant, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the District's Inspector and the Roofing Consultant to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District or the Roofing Consultant for such estimate.

**11.4.1.2 Determination by the District.** By the District, whether or not negotiations are initiated pursuant to Article 9.4.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. In the event that the procedure set forth in this Article 9.4.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, the Roofing Consultant and the District's Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, the Roofing Consultant and the District's Inspector of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.4.1.2, Contractor shall, pursuant to Article 9.7 below, diligently proceed to perform and complete any such Change.

**11.4.1.3 Basis for Adjustment of Contract Price.** If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.4.1.1 or 9.4.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

**11.4.1.3.1 Labor.** Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by the



Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the Change, coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

**11.4.1.3.2 Materials and Equipment.** Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for Changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

**11.4.1.3.3 Construction Equipment.** Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval

in writing is obtained by the Contractor from the Roofing Consultant, the District's Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$1,000.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Roofing Consultant, the District's Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

**11.4.1.3.4 Mark-up on Costs of Changes to the Work.** In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

**11.4.1.4 Contractor Maintenance of Records.** In the event that Contractor shall be directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2, or should the Contractor encounter conditions which the Contractor, pursuant to Article 9.6, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and

equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Roofing Consultant or the District's Inspector upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

**11.4.2 Adjustment to Contract Time.** In the event of any Change(s) to the Work pursuant to this Article 9, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. In the event that any Change shall require an extension of the Contract Time, the Contractor shall not be subject to Liquidated Damages for such period of time. If completion of the Work is delayed by causes for which the District is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Contractor and the District at the time of execution of the Agreement, the Contractor shall not be precluded from the recovery of damages arising therefrom. Any request for an extension of the Contract Time shall be made by the Contractor in writing and shall include an analysis that demonstrates to the District's satisfaction the impact of the Change(s) on the critical path of the then current Approved Construction Schedule. Changes performed within the available float as indicated in the Approved Construction Schedule shall not justify an extension of the Contract Time.

**11.4.3 Addition or Deletion of Alternate Bid Item(s).** If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall

be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

**11.5 Change Orders.** If the District approves of a Change, a written Change Order prepared by the Roofing Consultant on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.5, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Roofing Consultant; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

**11.6 Contractor Notice of Changes.** If the Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the District's Inspector and the Roofing Consultant, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the District's Inspector and the Roofing Consultant. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive

knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.6, any such adjustment shall be determined in accordance with the provisions of Articles 9.4.1 and 9.4.2.

- 11.7 Disputed Changes.** In the event of any dispute or disagreement between the Contractor and the District or the Roofing Consultant regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.
- 11.8 Emergencies.** In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the District or the Roofing Consultant, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.
- 11.9 Minor Changes in the Work.** The Roofing Consultant may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be affected by written order and shall be binding on the District and the Contractor. The Project Manager or the District's Inspector may direct the Contractor to perform Changes provided that each such Change does not result in an increase of more than \$1,000.00 to the Contract Price and no adjustment of the Contract Time. The Contractor shall carry out such orders promptly.
- 11.10 Unauthorized Changes.** Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Roofing Consultant and the District's Inspector in the manner and within the time set forth in Articles 9.2 or 9.6 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

## **ARTICLE 12: SEPARATE CONTRACTORS**

- 12.1 District's Right to Award Separate Contracts.** The District reserves the right to

perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

- 12.2 District's Coordination of Separate Contractors.** The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.
- 12.3 Mutual Responsibility.** The Contractor shall afford the District and separate contractors reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.
- 12.4 Discrepancies or Defects.** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Roofing Consultant and the District's Inspector any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

## ARTICLE 13: TESTS AND INSPECTIONS

### 13.1 Tests; Inspections; Observations.

**13.1.1 Contractor's Notice.** If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Roofing Consultant, the Project Manager and the District's Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the District's Inspector and the Project Manager not less than two (2) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests,

inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

**13.1.2 Cost of Tests and Inspections.** Costs for tests and inspection of materials shall be paid by the District as provided for herein. Should any act, omission or other conduct of the Contractor, any of its Subcontractors, of any tier, or Material Suppliers cause the number of hours or the costs of such tests or inspections to exceed that set forth in the Special Conditions, the Contractor shall be solely responsible for all such excess costs and the District may deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

**13.1.3 Testing/Inspection Laboratory.** The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. All such tests and inspections shall be in conformity with Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the District's Inspector, the Project Manager or the Roofing Consultant and not by the Contractor.

**13.1.4 Additional Tests, Inspections and Approvals.** If the Roofing Consultant, the Project Manager, the District's Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Roofing Consultant will, upon written authorization from the District, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Roofing Consultant, the Project Manager and the District's Inspector of when and where tests and inspections are to be made so the District's Inspector and the Roofing Consultant may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the Roofing Consultant's services or its consultants in connection therewith.

**13.2 Delivery of Certificates.** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Roofing Consultant.

**13.3 Timeliness of Tests, Inspections and Approvals.** Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work.

## **ARTICLE 14: UNCOVERING AND CORRECTION OF WORK**

**14.1 Inspection of the Work.**

**14.1.1 Access to the Work.** All Work and all materials and equipment forming a part

of the Work or incorporated into the Work are subject to inspection by the District, the Project Manager, the Roofing Consultant and the District's Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Project Manager, the Roofing Consultant, the District's Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

**14.1.2 Limitations Upon Inspections.** Inspections, tests, measurements, or other acts of the Roofing Consultant and the District's Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Roofing Consultant or the District's Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

**14.2 Uncovering of Work.** If any portion of the Work is covered contrary to the request of the Roofing Consultant, the District's Inspector or the requirements of the Contract Documents, it must, if required by the Roofing Consultant or the District's Inspector, be uncovered for observation by the Roofing Consultant and the District's Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.

**14.3 Rejection of Work.** Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the District, the Project Manager the Roofing Consultant or the District's Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Roofing Consultant or the District's Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

**14.4 Correction of Work.** The Contractor shall promptly correct any portion of the Work rejected by the District, the Project Manager, the Roofing Consultant or the District's Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Roofing Consultant's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

**14.5 Removal of Non-Conforming or Defective Work.** The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are



neither corrected by the Contractor nor accepted by the District.

- 14.6 Failure of Contractor to Correct Work.** If the Contractor fails to commence to correct defective or non-conforming Work within 3 days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such defective or non-conforming Work within the time fixed herein, the District may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Roofing Consultant's services, attorneys fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall promptly pay the difference to the District.
- 14.7 Acceptance of Defective or Non-Conforming Work.** The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

## ARTICLE 15: WARRANTIES

- 15.1 Workmanship and Materials.** The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Roofing Consultant or the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.
- 15.2 Warranty Work.** If, within one year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter

diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

- 15.3 Guarantee.** Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.
- 15.4 Survival of Warranties.** The provisions of this Article 13 shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

## **ARTICLE 16: SUSPENSION OF WORK**

- 16.1 District's Right to Suspend Work.** The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.
- 16.2 Adjustments to Contract Price and Contract Time.** In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost

Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

## **ARTICLE 17: TERMINATION**

### **17.1 Termination for Cause.**

**17.1.1 District's Right to Terminate.** The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (vi) if the Contractor disregards proper directives of the Roofing Consultant, the District's Inspector or District under the Contract Documents; (vii) if the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or at law.

**17.1.2 District's Rights Upon Termination.** In the event that the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems

expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

- 17.1.3 Completion by the Surety.** In the event that the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.
- 17.1.4 Assignment and Assumption of Subcontracts.** The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.
- 17.1.5 Costs of Completion.** In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and/or the Surety shall pay the difference to the District.
- 17.1.6 Contractor Responsibility for Damages.** The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.
- 17.1.7 Conversion to Termination for Convenience.** In the event the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.
- 17.1.8 District's Rights Cumulative.** In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

- 17.2 Termination for Convenience of the District.** The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have Subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District's convenience.

## **ARTICLE 18: MISCELLANEOUS**

- 18.1 Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of California.
- 18.2 Marginal Headings; Interpretation.** The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.
- 18.3 Successors and Assigns.** Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.
- 18.4 Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 18.5 Severability.** In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.
- 18.6 No Assignment by Contractor.** The Contractor shall not sublet or assign the

Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

- 18.7 Gender and Number.** Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.
- 18.8 Independent Contractor Status.** In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District.
- 18.9 Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 18.10 Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.
- 18.11 Dispute Resolution; Arbitration.**
- 18.11.1 Claims Under \$375,000.00.** Claims between the District and the Contractor of \$375,000.00 or less shall be resolved in accordance with the procedures established in Part 3, Chapter 1, Article 1.5 of the California Public Contract Code, §§20104 et seq.; provided however that California Public Contract Code §20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents. The term "claims" as used herein shall be as defined in California Public Contract Code §20104(b)(2).
- 18.11.2 Arbitration.** Except as provided in Article 16.11.1, any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") in effect as of

the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the AAA closest to the Site. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In the event more than one Demand for Arbitration is made by either the District or the Contractor, all such controversies shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s). The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

**18.11.3 Inapplicability to Bid Bond.** The provisions of this Article 16.11 shall not be applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond; all claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

**18.12 Capitalized Terms.** Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.

**18.13 Attorneys Fees.** Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

- 18.14 Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.
- 18.15 Days.** Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days.
- 18.16 No Third Party Beneficiaries.** The Parties do not intend that the Contract Documents confer any right or benefit on any person or entity not a party to the Agreement, whether as a third party beneficiary or otherwise.
- 18.17 Entire Agreement.** The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

**[END OF SECTION]**



# Tab 25

**ROOFING SPECIFICATION**  
**OCTOBER 1, 2023**

**COMMUNITY EDUCATION CENTER**  
**929 2<sup>ND</sup> STREET**  
**BRENTWOOD, CA 94513**

**The Main Building & Canopy**

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## 1. **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**A.** The Liberty Union High School District invites your firm to bid on the complete removal of all the existing roofing systems (asbestos containing materials) down to the wood roof decking on the Main Building and Canopy at the Community Education Center. As per a roof core sample taken by me on March 20, 2023, there appears to be one layer of ½ inch fiberboard, a four-ply built-up gravel surfaced roof and a 5 inch thick Sprayed Polyurethane Foam roofing system. The contractor will remove all roofing materials down to the wood roof decking. The contractor will furnish and install a 1/2-inch Retro Plus board, a five-ply Built-Up Roofing System (SGIC), a white roof coating, and all related general requirements, conditions, and specifications which include Community Education Center.

1. You must be a Johns-Manville Approved Roofing Contractor or equivalent (as determined by Setness Roof Inspection Service, Inc.) to install the specified roofing system. An equivalent Built-Up Roofing Specifications includes GAF Built-Up Roofing Systems using products that meet or exceed the Johns-Manville products specified. The systems must be hot applied, no cold applied systems will be allowed.
2. Enclose with your bid, certification from Johns-Manville or equivalent that you are one of its approved Contractors meeting all requirements set forth by the manufacturer.
3. Certification of your status as a Johns-Manville approved roofing contractor or equivalent must be submitted with your bid to The District Service Center for Liberty Union High School District, 19 Oak Street, Brentwood, CA 94513, on **(Tuesday, October 31, 2023, at 10:00 a.m.)**.
4. Please note: Hereafter the term "Johns-Manville" shall include equivalent built-up type roofing systems as determined by Setness Roof Inspection Service, Inc. Setness Roof Inspection Service, Inc. must approve any equivalent built-up type roof system at least two weeks prior to bid opening. Written authorization by Setness Roof Inspection Service, Inc. is required to submit a bid on the equivalent built-up type roof systems.
5. Upon the successful completion of the project, the Contractor shall provide a Johns-Manville Built-Up Roofing Guarantee. This will be a No Dollar Limit (NDL) guarantee for a term of 20 years. The Contractor must meet all conditions and requirements set forth by Johns-Manville in order to obtain this guarantee. The Contractor must be a Johns-Manville NDL approved contractor.

**B.** The only equivalents that will be considered are Built-Up Roofing Systems incorporating ½" RetroPlus insulation board and a five-ply Built-Up roofing system installed with bitumen as in the Johns-Manville specification. The roofing plys and capsheet must be of equal or greater weight, breaking strength and quality than the roofing plys and capsheet specified in these documents.

Single ply roofing systems torched down roofing systems, chemically adhered roofing systems, cold process roofing systems, Polyurethane Foam Roofing systems, thermoplastic roofing systems, PVC roofing systems, EPDM roofing systems, CSPE roofing systems, PIB roofing systems, CPE roofing systems, and any other non-equivalent roofing system as determined by Setness Roof Inspection Service, Inc. will not be considered. This project will be a built-up type hot applied roofing system only!

C. The Contractor shall read and be responsible for all terms, requirements, conditions, specifications, regulations, and instructions stated in this document. All manufacturer specifications, Uniform Building Codes, and local City of Brentwood Building Department requirements and regulations must be strictly adhered to.

D. A **mandatory job walk** will be held on **(Tuesday, October 10, 2023, at 10:00 a.m.)**. Please meet at Community Education Center located at 929 2<sup>nd</sup> Street, Brentwood, CA 94513. Bidders shall meet in the parking lot on the west side of the Community Education Center located at 929 2<sup>nd</sup> Street. The entrance to the parking lot is on Pine Street. On Google Maps, The Main Building to be reroofed has a SPF (Sprayed Polyurethane Foam) roofing system and located at the corner of and 2<sup>nd</sup> Street and Pine Street. This is where you will meet. Please bring a business card or an equivalent form of identification showing your status as an employee of the company or that of an authorized representative of the company.

E. **Bids are due** on or before **(Tuesday, October 31, 2023, at 10:00 a.m.)**. Bids must be accompanied by a Bid Bond or certified check made payable to Liberty Union High School District in the amount of 10 percent of the Bid. The bids are to be hand delivered or sent certified mail with a return reply to the Paul Melloni - Facilities Director, Liberty Union High School District, 19 Oak Street, Brentwood, CA. 94513. The bid opening will be held at this time. Liberty Union High School District retains the right to accept or reject bids.

F. Submit proposal on the "Bid Proposal Form" provided in a sealed opaque envelope, addressed to the Liberty Union High School District and marked "BID PROPOSAL". To be entitled to consideration, the bid shall be submitted upon the form provided, all spaces in the Bid Form must be fully completed, the signature shall be in longhand, and the completed form shall be without inter-lineation, alteration or erasure. No oral, telegraphic, telephonic, or facsimile proposals or modifications will be considered. The bid will be awarded to the lowest responsible bidder.

G. The Contractor must perform the reroofing project at Community Education Center according to a strict timeline and work limitations. The project will begin on or about Monday, June 3, 2024, and must be completed by Friday, July 26, 2024. The demolition of the existing roofing system and installation of the new roofing system is to be performed at the school between the hours of 6:00 a.m. and 6:00 p.m. from Monday, June 3, 2024, through Friday, July 26, 2024, The contractor will work Monday through Friday. No weekend or holiday work except when authorized 2 days in advance by Setness Roof Inspection.

**H.** The contractor shall perform additional or requested work not included in the specifications (as determined by Setness Roof Inspection Service, Inc.) at the rate of one-hundred-twenty-five-dollars (\$125.00) per hour inclusive (direct labor, workers compensation insurance, general liability insurance, pension, health insurance, bonds, overhead, profit, mark-up, and all other expenses related to the performance of any additional or requested work not included in the specifications.)

**I.** If you have any questions, please call Wayne Setness of Setness Roof Inspection Service, Inc. at his office/cellular phone at (209) 471-8487 and email questions or (RFI) requests for information to [wayne@setness.com](mailto:wayne@setness.com).

**J.** Wayne Setness of Setness Roof Inspection Service, Inc. will be the roofing consultant on this project. He will be monitoring the reroofing of the buildings to assure that the roofs are being installed according to manufacturer's specifications and these contract documents and specifications. Please be advised that you are to give Mr. Setness or his representative your complete cooperation. Setness Roof Inspection Service must be notified by the contractor 24 hours in advance prior to any work being performed on any building at Community Education Center.

**K.** All contractors bidding on the Community Education Center reroofing project will be required to fulfill all of the requirements and complete all of the forms as set forth in the Front-End Documents and Specifications dated October 1, 2023.

**L.** The contractor's license classification required for removal of the existing roofing with asbestos-containing materials on Community Education Center will be a C-39 with the asbestos certification. If the bidding contractor hires a subcontractor to perform this work, the subcontractor must have a C-39 license with the asbestos certification.

**M.** The contractor's license classification required for removal of the existing roofing on Community Education Center which does have asbestos-containing materials will be a C-39. If the bidding contractor hires a subcontractor to perform this work, the subcontractor must have a C-39 license.

**N.** Prior to the formal issuance of the contract for this reroofing project and the commencement of any work, Liberty Union High School District will verify the contractor licensing of the contractor bidding the project and any subcontractors that have been listed by the contractor.

**O.** Prior to the formal issuance of the contract for this reroofing project and the commencement of any work, Liberty Union High School District will be issued all required certificates of insurance as stated in the Specifications-Reroofing Project-Community Education Center dated October 1, 2023, for the contractor bidding the project and for any subcontractors that have been listed by the contractor.

**P.** The built-up roofing systems have been tested for Asbestos Containing Materials. The report shows that the roofing systems to be removed have Asbestos Containing Materials.

**Q.** RFIs, (Request For Information), will only be answered in email form. Please email all RFIs to [wayne@setness.com](mailto:wayne@setness.com). All RFIs must be submitted to Wayne Setness at Setness Roof Inspection prior to Tuesday, October 17, 2023, by 10:00 a.m. All bidding contractors will then receive a reply to any questions on Thursday, October 19, 2023, by 10:00 a.m. Liberty Union High School District is providing all bidding contractors plenty of time to properly bid the reroofing project. Please do not wait until the last minute to start putting your bid together.

**R.** The Contractor will also figure in their Bid to the district for this project, **Forty (40) additional foreman roofing hours on the roof** to perform any type of work that may be required or desired to be performed by Setness Roof Inspection Service that is not specified in the Contract and therefore would otherwise be a change order. These 40 additional foreman man hours will be (inclusive of direct labor, workers compensation insurance, general liability insurance, pension, health insurance, overhead, profit, bonds, mark-up, and all other expenses related to the performance of any additional or requested work not included in the specifications). The Contractor will also figure in their bid **\$2,500 worth of roofing materials to be used for this additional work.**

**S. When the Contractor submits their Bid Packet, the following items must be included in your Bid Packet:**

1. Bid Proposal Form
2. Subcontractors List
3. Certificate Of Workers' Compensation Insurance
4. Certificate of General Liability Insurance
5. Non-Collusion Affidavit
6. Drug-Free Workplace Certification
7. Bid Bond
8. Fingerprint Certificate
9. Site Verification Certificate
10. Certification Of Registration with the Department of Industrial Relations
11. Certification Of Your Status As An Approved Roofing Materials Manufacturer's Contractor
12. Three Completed Roofing Projects Form
13. Three Completed Coating Projects Form
14. Cal/Osha Compliance Certification
15. Liquidated Damaged Certification Of \$2,500 Per Day
16. Time Of Completion Certification

**All of the above items must be included in your Bid Packet. To assure that you Bid Packet is 100% complete, please use the above checklist.**

## **2. SCOPE OF WORK**

**A.** The Contractor shall furnish all materials, labor, equipment, supplies, and any other items necessary to execute all operations in connection with the reroofing work to be performed at Community Education Center which includes, but is not limited to, the complete removal of all existing roofing systems down to the wood roofing decking, (on The Main Building & Canopy at Community Education Center), ½" RetroPlus Roof Board installation, and the complete reroofing with a (5GIC) built-up roofing system and specifications on the Base Bid items which include all roof areas on The Main Building & Canopy at Community Education Center.

**B.** The scope of work also includes, but is not limited to, working around and properly reroofing in all electrical lines, conduit lines, gas lines, water lines, condensation lines, HVAC platforms, HVAC ductwork penetrations and any other roof mounted equipment where required for the proper installation of the roofing insulation and the roofing system as defined by Setness Roof Inspection Service, Inc.

**C.** The scope of work also includes, but is not limited to the fabrication, installation, and painting of all lead roof flashings, galvanized roof flashings, parapet cap metal (Coping), HVAC platforms, counter flashings, and all other metal required to complete this project to the satisfaction of Setness Roof Inspection Service, Inc. All lead roof flashings, galvanized roof flashings, counter flashings, and all other metal required to complete this project are to be etched, primed, and painted with two coats of semi-gloss acrylic enamel paint to match the white roof coating.

**D.** All work is to be performed in strict accordance with these specifications, instructions, conditions, the manufacturer's specifications, Uniform Building Code, and local building department regulations. Any incidental work not shown or specified which can reasonably be inferred or taken as belonging to the work and necessary to provide the project described and shown shall be the Contractor's responsibility. The work shall be completed and ready for service as shown and/or specified and shall be satisfactory to the Liberty Union High School District and/or its representatives.

**E.** The scope of work includes, but is not limited to, all of the specifications, instructions, and information contained in this construction document (Roofing Specifications - Community Education Center), and all other documents, manuals, and reference materials referred to or should have been referred to regarding this reroofing project.

**F.** The areas to be reroofed are to be fully and completely reroofed.

**G.** All roofing insulation, roofing systems, flashings, base flashings, bottom edge detail, and low-slope membrane roofing construction details must be installed according to these roof specifications and contract documents and the manufacturer's specifications.



**H.** These contract documents exceed the manufacturer's specifications in many areas. These specifications supercede those of the manufacturer. Where these specifications deviate from manufacturer's specifications, the specifications that exceed those of the manufacturer as determined by Setness Roof Inspection Service, Inc. must be followed. The increased standard is meant to extend roof life at a nominal additional cost. Any disagreements arising out of the interpretation of these contract documents and the manufacturer's specifications will be settled according to what Setness Roof Inspection Service, Inc. determines are in the best interest of Liberty Union High School District.

**I.** The Contractor shall furnish all materials, labor, and equipment, and shall perform all operations in connection with the reroofing work. All work shall be performed in strict accordance with the specifications and conditions set forth in these contract documents. Any incidental work not shown or specified which can reasonably be inferred or taken as belonging to the work and necessary to provide the project described and shown shall be the Contractor's responsibility. The work shall be complete and ready for service as shown and/or specified and shall be satisfactory to Liberty Union High School District and/or their representatives.

**J.** The contractor may need a Lift-All on the jobsite to prevent any materials from going up and down the ladder. Most of the materials will be required to be onsite prior to the reroofing project starting. A portable toilet and sink will be required to be onsite prior to the reroofing project starting. The toilet will be dumped weekly until the completion of the project.

**K. Please Note:** The liquidated damages to be paid to Liberty Union High School District will be \$2,500 per day if the reroofing project is not 100% Completed by Friday, July 26, 2024. Completion is defined, as the reroofing project being 100% complete with the exception of the minor Punchlist Items as defined by Setness Roof Inspection Service, Inc. Please Note: Setness Roof Inspection Service, Inc., at their discretion, may allow extra time to complete the project for those circumstances that they deem out of control of the contractor. It is imperative that the contractor pre-order any and all items that have a lag time to supply to the contractor and that may affect the on-time completion date of the project.

**L.** Liberty Union High School District will hire and pay for the disconnection, removal from the roof decking, and reinstallation and reconnection of the HVAC systems and ductwork on the Community Education Center located at 929 2<sup>nd</sup> Street in Brentwood. The work to disconnect and remove the HVAC systems from the roof will be performed on or about Tuesday-Friday, May 28<sup>th</sup> through May 31<sup>st</sup>, 2024. The building has two distinct wings, one wing will have their HVAC systems and ductwork removed at a time. Which wing roof area will be torn first will be determined by the district, the HVAC contractor, the roofing contractor that is awarded the project, and Setness Roof Inspection Service, Inc.

**3. PRODUCT SPECIFICATIONS FOR COMMUNITY EDUCATION  
CENTER BUILT-UP ROOFING SYSTEMS - SPECIFICATIONS 5GIC**

**A. Roofing System Specification And Instructions:**

**1. Separator Sheet**

Johns-Manville Permaply 28 Base Sheet nailed to the roof decking.

**2. RetroPlus Insulation Specification:**

Johns-Manville ½" RetroPlus Board Roof Insulation to be installed in one staggered layer over the entire roof deck. Seams will be staggered. Screwed to the wood roof decking.

Additional Johns-Manville ½" RetroPlus Board Roof Insulation to be installed in two or three additional layers acting as crickets between the existing roof drains and as crickets behind the HVAC platforms. The board will be cut to fit the condition between the roof drains and behind the HVAC platforms. Fastened to the wood roof decking.

**3. Roof Specification:**

Johns-Manville Roofing Systems Specification #5GIC.  
Five Ply Built-Up Roofing System

**A. Felts:**

1. GlasPly Premier (Type VI) 4 Plies Per Square
2. GlasKap CRG Mineral Surfaced CapSheet - 1 Ply Per Square

**B. Bitumen:**

1. 190 Degree, Type III, Steep 205 to 230 lbs. Per Sq.

**C. Reflective Roof Coating:**

1. Johns Manville TopGard 5000 White Acrylic Elastomeric Roof Coating Or Equivalent Applied At The Rate Of 3.0 Gallons Per Square (100 Sq. Ft.) In Two Equal Coats

**D. Roof Flashings:**

1. All new roof flashings, pipes flashings, vent flashings, roof edge metal exhaust vents, surfaced mounted counter flashings, all new metal coping and all other roof flashing or metal work required to properly perform the roofing project.

2. All new metal flashings are required by the roof specifications. Any metal that comes into contact with hot asphalt or plastic roofing cement in anyway must be thoroughly primed at least 24 hours prior to the metal being used.

The asphalt primer must be applied in a thick coating, if it is not properly applied as per Setness Roof Inspection it will be reapplied.

3. All new gutters and downspouts will be fabricated and installed on both eave edges (bottom edges of the roof) of the canopy on the Community Education Center.

#### **4. INSTRUCTIONS FOR REMOVAL OF EXISTING ROOFING SYSTEMS**

**Please Note:** As per a roof core sample taken by me on March 20, 2023, there appears to be one layer of ½ inch fiberboard, a four-ply built-up gravel surfaced roof and a 5 to 6 inch thick Sprayed Polyurethane Foam roofing system.

**A.** The Contractor shall remove all existing roofing on Community Education Center down to the wood roof decking. Prior to the commencement of the roofing project, submit to Setness Roof Inspection Service, Inc. the demolition and removal procedures and schedule for the removal of the roofing systems.

**B.** The contractor shall remove all existing HVAC platforms and sleepers from the wood roof decking. All existing and new HVAC systems shall be getting new HVAC platforms constructed and properly installed by the roofing contractor.

**C.** The Contractor shall not drive on any lawn areas unless proper precautions are taken to protect the lawn and irrigation system under the lawn. The Contractor shall provide proper planking and support to protect the lawn and irrigation system under the lawn. It would be acceptable to install a plywood deck system over the lawn. Do not drive over wet or water saturated lawn.

**D.** Perform demolition in such a manner as to minimize interference with normal activities conducted in the use of the building being roofed as well as adjacent building areas. Maintain protected egress and access at all times.

**E.** Provide, erect, and maintain temporary barriers and security devices. It is imperative that the children, facility, public be kept away from the jobsite during demolition, removal, and reroofing of the facilities.

**F.** Conform to all Federal, State and local regulations and procedures governing or applicable to the discovery and treatment of hazardous or contaminated materials.

- G.** Protect existing items which are not indicated to be altered.
- H.** Demolish and remove all existing roofing systems in an orderly and careful manner in order to protect the existing facility and its contents.
- I.** Immediately remove demolished materials from site unless prior authorization is granted.
- J.** No stacking of large amounts of materials shall be permitted on the roofs unless the materials are dispersed over the entire roof decking as not to strain the roof structure is determined by Setness Roof Inspection Service, Inc.
- K.** Remove the existing roofing and dispose in accordance with applicable federal, state and local regulations and requirements.
- L.** If any dry rot, broken boards, delaminated or substandard roof decking is discovered, it must be replaced and inspected before any reroofing work begins.
- M.** Verify that the roof deck is clean and smooth, flat, free of depressions, waves, or projections.
- N.** Verify that the roof is properly sloped to the drains or gutters.
- O.** Verify that roof deck surfaces are dry.
- P.** Verify that roof penetrations are solidly set in place.
- Q.** Construction loads must be limited to prevent damage to the deck, the insulation boards, and the roofing system.
- R.** The existing built-up roofing membrane, all roof flashings, all edge metal and any other roof accessories will to completely removed and properly disposed.
- S.** The contractor can stage the reroofing of Community Education Center anywhere around the buildings where they is concrete.
- T.** All fasteners must be removed from the wood decking, and it must be thoroughly cleaned.
- U.** After the roof insulation is installed, the insulation must be blown off so it is clean.
- V.** Plywood and visqueen must be installed under the kettle to prevent damage to the concrete.
- W.** Visqueen must be installed under all roofing materials stored onsite to prevent damage to the concrete.

**X.** The contractor will figure that some renailing of the existing wood roof decking will be required. This may involve adding additional 8 penny nails being installed to the edges of the existing roof deck. Please figure 2 to 4 nails per 100 sq. ft. of roof area.

**Y.** During the demo of the existing roofing system, the contractor will ensure the jobsite is not damaged in any way. Tear off and do not tear up.

**Z.** The contractor is responsible for all damage to any conduit lines, roof penetration flashings that are permanent, exhaust fans, HVAC Systems and anything on the building itself that is not being replaced.

## **5. ROOFING ABATEMENT REQUIREMENTS**

### **General Requirements**

1. All workers shall have the required AHERA level training for work they are performing. At no time shall AHERA Worker level trained personnel be allowed to disturb or transport asbestos-containing materials without an AHERA Supervisor level trained crew member on site.
2. The work shall be planned and scheduled when there are favorable weather conditions, such as, performing the abatement work when the forecast is for "clear skies" and no rain for three or more consecutive days. The Contractor shall remove only that amount of roofing material which can be reroofed or covered, and secured from the weather.

Work may be halted at the discretion of the Setness Roof Inspection site representative if wind conditions occur which can or does cause removed roofing materials to be blown off the roof area, or beyond the designated removal area perimeter. All roofing work shall be coordinated to allow other trades to work at the same time as long as their work is located in areas where contamination cannot occur.

No cutting, sanding, grinding, or removal of any type will take place until all preparations for removal have been completed and inspected by the onsite project manager. These requirements may be amended in the scope of work for this project.

3. All work hours at the site shall be determined by the Owner or as defined in other areas of this specification.
4. All work shall be coordinated with other trades involved on this project, with central coordination being primary between the abatement contractor and the General Contractor for the project. However, Setness Roof Inspection must be notified of projects a minimum of three days in advance.

5. The Contractor shall provide all necessary equipment, tools, materials, lighting, labor, etc. to perform the work. Sufficient lighting shall be provided to illuminate the entire removal and transit areas for removal of roofing material, and for the final visual inspection by the Setness Roof Inspection site representative.
6. All HEPA equipment to be used on the project must be delivered to the site empty of all debris, clean, free of dust, and in full operating condition. HEPA equipment to be used inside any building must have been DOP tested within the last 90 days. This DOP certification must be verified by Setness Roof Inspection prior to its use.
7. The Contractor shall provide worker safety according to all OSHA regulations (Title 8), including use of tie-offs, harnesses, and lanyards. Particular attention shall be given to the placement and securing of accesses (ladders, etc.) to the roof.
8. All ladders used shall conform to Cal/OSHA requirements. The ladders shall extend at least three feet above the roof line and shall be tied off to the building to prevent them from sliding.
9. The Contractor shall be responsible for securing all exposed roof surfaces, including any roof penetrations against weather after roofing materials have been removed. Protection of the roof must be made with an impermeable barrier to prevent water from entering the building structure.
10. The Contractor will be responsible for all clean-up and costs associated with the decontamination of occupied spaces in the event of contamination of an occupied space.
11. The Contractor is responsible for any contamination of the attic space above the existing ceilings inside the buildings caused by their work, except where attics are inaccessible. This will be an issue anywhere substrates consisting of "skip sheeting" and roof penetrations are found.
12. The Contractor is responsible for damage to the roofing substrate and will be responsible for repair or replacement if damaged.
13. The Contractor is responsible for removal of all roofing layers and associated materials such as roofing nails, down to the existing insulation board regardless of asbestos content, unless otherwise noted in the scope of work for this project. The Contractor may, upon request and approval by the Owner, collect core samples of any roof to be removed for the purpose of determining its depth and structure. If coring is conducted, it is the responsibility of the Contractor to repair to industry standards using non-asbestos materials the areas affected.

14. The Contractor is responsible for removing all fasteners and roofing nails and driving in all nails used for securing the roofing substrate after roof material has been removed. The Contractor will not be required to remove silver painted or tar coating on conduit, roof jacks, heating, ventilation, and air conditioning (HVAC) equipment, flashings, etc. which will be reused by the Owner.
15. Where flashing is to be reused, the Contractor shall carefully remove and save the flashing in an undamaged condition, unless otherwise required by the Owner. The contractor is responsible for all damage to equipment, blocking, conduit, systems (electrical, mechanical, water, drain, or otherwise), and other items on roof at start of project.
16. The Contractor is responsible for removal and replacement of wood block or metal supports which may be present under conduit, gas lines, piping, HVAC units, ducting, etc. in order to perform the work. The Contractor is also responsible for temporarily installing wood blocks for any existing roof structures during the roofing removal, when it is necessary to remove existing support members to accomplish the work.
17. The Contractor is responsible for damage to all equipment and existing cables which are present on the roof. The Contractor is responsible for damage to electrical wiring, telephone lines, antenna wires, and other conduits which are present. An inspection for pre-existing conditions is the responsibility of the Contractor but may also be conducted by the Owner's representative.
18. The Contractor is responsible for obtaining all necessary permits to perform this work, including any local permits for work in the evening/night hours.

#### **Owner Responsibilities**

19. The Owner is responsible for closing all windows in the building where the asbestos roofing material will be removed. This must be done prior to the asbestos abatement contractor arriving onsite for the work shift, in order to prevent delays.

The Owner shall also be responsible for cutting or trimming back all trees and limbs which may impact the removal of the existing roofing materials.

#### **General Roof Removal Instructions and Requirements**

20. Removal of non-friable asbestos-containing roofing is designated as Class II work. Half-masks and disposable coveralls shall be used at a minimum by all workers, at all times, when within the regulated area.

21. No personnel will be allowed into the regulated area during actual removal work without proper respiratory and personal protective equipment. Work boots with hard soles are required to be worn by all abatement personnel. No athletic, street, or dress shoes are to be worn during work activities.
22. All roofing material shall be removed in an intact state to the extent feasible.
23. All roofing is to be removed wet by an amended water solution or encapsulant as necessary.
24. The abated roof area shall be HEPA vacuumed after roofing materials have been removed. Particular attention shall be directed at rain gutters and at gaps between the wood members of the roof substrate. This will include the top surfaces of boards exposed by the skip sheet construction, all accessible debris located in the gaps/grooves of roof decks, and the flute channels of metal decks.

#### **Pre-Abatement Preparation Requirements**

25. The Contractor shall seal all air intakes associated with the HVAC units which are on or near the roof under abatement, and at adjacent HVAC units, particularly downwind from roofing removal activity. In addition, all louvers, window mounted fan systems, attic openings, etc., shall be sealed as critical barriers. The Contractor is responsible for sealing all HVAC openings as critical barriers using one layer of 6 mil poly. These critical barriers shall be installed at the beginning of each shift, and removed at the end of each shift prior to reuse by the Owner. If the building will not be reoccupied daily, the barriers may remain in place.

The perimeter of the building, where removal is to be conducted, shall be posted with barrier tape at a distance of at least 10 feet from the edge of the roof removal area. This barrier tape will provide a buffer zone, and assist in the restriction of non-abatement personnel at ground level from falling objects.

Poly sheeting shall be placed on the ground (or roof) directly below the work area extending out from the perimeter of the building at least 10 feet. The Contractor shall secure the poly to the ground using tape, weights, or other means to secure the poly from being picked up by wind or becoming a trip hazard.

#### **Waste Bins and Waste Bin Preparations**

26. The Contractor is responsible for inspecting all waste bins delivered to the job site for load worthiness. The Setness Roof Inspection site representative reserves the right to refuse any waste bin without any additional cost to the client, which upon examination, and in the opinion of the site representative, has a High probability of failure of doors, skids, walls, floors, or which contains other debris.



27. The Contractor shall be required to place footing materials of sufficient thickness, strength, and size under the casters, footings, and/or runners of waste bin(s) to prevent damage of property surfaces. The contractor is responsible for all damages to Owner's property caused by the delivery, placement, or removal of a waste bin. Damaged property shall be repaired to equal or better condition than was present prior to the activity causing the damage. This may be amended in scope of work for this project.
28. Unless the roofing material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane, or hoist. All waste shall be sufficiently wetted with amended water to prevent fiber release. If fiber release cannot be prevented, then the chute and bin must be within a negative pressure enclosure. In no case shall roofing materials be dropped or thrown into waste containers from the roof.

#### **Posting and Label Requirements for:**

##### **Regulated Area Entry Points and Waste Container Perimeters**

29. Access to regulated areas shall be posted as outlined by Cal/OSHA Title 8, 1529 (k)(7)(B) 1 and 2 with warning signs. Perimeters of waste bin(s) shall also be posted as outlined by Cal/OSHA Title 8, 1529 (k)(7)(B) 1 and 2 with barrier tape bearing the following information:

DANGER  
ASBESTOS  
CANCER AND LUNG DISEASE HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING ARE  
REQUIRED IN THIS AREA

These postings are required to warn non-abatement personnel of the restricted access, and potential hazard which exists in the vicinity of the regulated areas and waste bin(s).

##### **Building Perimeter at Ground Level**

Building perimeters shall be posted with barrier tape bearing one of the following descriptions:

CAUTION in black letters on a solid yellow background.

DANGER in black letters on a solid red background.

DANGER ASBESTOS HAZARD in black letters on a solid red background.

**Waste Material Containers**

29. Waste material containers, including the "burrito wrapped" material, shall have warning labels affixed in accordance with Cal/OSHA Title 8, 1529 (k)(8)(A-D).

DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD

**General Requirements for Creating Roof Penetrations**

30. All roofing penetration cuts (if any) shall be at the direction of the primary contractor's Job Foreman and coordinated with Setness Roof Inspection as to the time of work. Any equipment to be used for the purposes of cutting, grinding, or sanding must meet or exceed all OSHA requirements regarding HEPA filtration and wetting/misting. Any equipment rented for the purpose of conducting asbestos work must be accompanied with documentation verifying that the rental agency has been notified and acknowledges receipt of notification that the equipment being rented will be used for asbestos related work. This documentation will be submitted to Setness Roof Inspection prior to the equipment being used on the job site.

The penetration area shall be surrounded by a 10-foot-wide section of at least 4 mil poly. This poly will help in the cleanup of small roofing material particles which may otherwise be mixed onto the surface of surrounding roof material. If the penetration is within 10 feet of the edge of the roof, poly shall be placed on the ground (or roof) directly below the work area. The Contractor shall secure the poly to the ground using tape, weights, or other means to secure the poly from wind and becoming a trip hazard.

**Additional Requirements for Removal of Transite Roofing**

31. On all asbestos transite roof tile removal projects, a 10" drop guard must be placed at the edge of the roof below the area being abated, and for at least 10 feet to either side of the abatement area. If the 10" barrier is not flush with the roof, tape, or poly sheeting must be used to seal the gap. This is to prevent transite roofing tiles from sliding under the barrier.

## **Waste Disposal and Documentation Requirements**

32. Roofing waste may be disposed as non-hazardous waste, in a landfill permitted to accept non-friable, non-hazardous asbestos roofing material. If the asbestos roofing material is currently friable, or becomes friable during its removal, it shall be disposed of in a landfill permitted to accept friable asbestos waste.

It is acceptable to dispose of bagged or sealed roofing waste into an open topped waste container lined with a single layer of 6 mil poly sheeting. The Contractor shall completely enclose all roofing waste material commonly known as "burrito wrap" in the waste container using 6 mil poly sheeting. Upon being lowered, unwrapped material shall be transferred to a closed receptacle in such a manner as to preclude the dispersion of dust. In addition to the 6 mil poly sheeting, the top of the waste container shall be completely enclosed with a tarp which is secured to the vehicle for transport or storage onsite if left overnight. The type of material for the tarp shall meet all requirements for transport of hazardous materials.

33. The Contractor is required to provide to Setness Roof Inspection a copy of the "trip tickets" indicating the actual weight of waste material.

## **6. DRYROT REPLACEMENT INSTRUCTIONS & SPECIFICATIONS**

A. Remove any and all dryrotted, delaminated, broken, or substandard plywood, wood decking or wood supports.

B. Replace the areas where the dryrot was removed with new lumber of #1 quality to match the style, shape, and type of the lumber that was removed.

C. The replaced lumber must be properly tied into the existing wood structure.

D. The lumber must be installed pursuant to the requirements of the most recent version of the Uniform Building Code.

E. The Contractor must have one qualified carpenter (as determined by Setness Roof Inspection Service, Inc.) ready, willing, and able to repair any and all dryrotted, delaminated, broken, or substandard plywood, wood decking or wood supports within 24 hours of the existing roofing being removed.

F. The roof deck will be inspected by Setness Roof Inspection Service, Inc. prior to the application of the insulation board. The Contractor is to remove any and all dryrotted, delaminated, broken, or substandard plywood, wood decking or wood supports and replace the areas where the dryrot was removed with new lumber of #1 quality to match the style, shape, and type of the lumber that was removed.

**G.** The contractor shall remove and replace any dryrot, broken boards, delaminated and substandard wood roof decking (as determined by Setness Roof Inspection Service, Inc.) at the rate of one-hundred-twenty-five-dollars (\$125.00) per hour inclusive of (direct labor, worker's compensation insurance, general liability insurance, pension, health insurance, overhead, profit, and all other expenses related to the performance of the dryrot repair work.) The lumber used to replace the dryrot, broken boards, delaminated and substandard wood roof decking will be approved by Setness Roof Inspection Service, Inc. and billed at its cost from the lumber company or its going market rate as determined by Setness Roof Inspection Service, Inc plus 15% to cover handling charges. Weekly updates of the dryrot repair labor costs and material cost will be submitted to Setness Roof Inspection Service, Inc. The Contractor must have one qualified carpenter ready, willing, and able to repair any and all dryrotted, delaminated, broken, or substandard plywood, wood decking or wood supports within 24 hours of the existing roof being removed.

**H.** The Contractor will also figure in their Bid to the district for this project, **Forty (40) additional foreman man hours on the roof** to perform any type of work (including dryrot repair work) that may be required or desired to be performed by Setness Roof Inspection Service that is not specified in the Contract and therefore would otherwise be a change order. Each foreman man hour must be inclusive of (direct labor, worker's compensation insurance, general liability insurance, pension, health insurance, overhead, profit, and all other expenses related to the performance of the dryrot repair work or any other additional work to be performed.) The Contractor will also figure **\$2,500 worth of materials to be used for this additional work.**

**7. JOHNS MANVILLE ½" RETROPLUS BOARD INSTALLATION INSTRUCTIONS:**

Install a Johns-Manville 28-lb PermaPly Base Sheet will be nailed to the existing wood roof decking to act as a separate sheet.

**A. Johns-Manville ½" RetroPlus Board Roof Insulation – Mechanically Attached - Over The Wood Roof Decking**

One layer of Johns-Manville ½" RetroPlus Board Roof Insulation is to be mechanically fastened with UltraFast fasteners (1.25" minimum length and must penetrate the wood roof decking a minimum of 1/2") to the roof decking with 12 fasteners per 4' X 8' board.

Firmly set the units of approved Johns-Manville Roof Insulation, long joints continuous and short joints staggered, all joints must be offset a minimum of 6 inches. The fasteners are to be installed in 4 rows of 4 with the edges of all perimeter fastener plates within 2 inches of the edge of the insulation.

**B. Taper The Insulation Around The Roof Drains**

The Johns-Manville ½" RetroPlus Board Roof Insulation will be set back 6 inches from the roof drains and 0 to ½' taper board will be installed to create a sump.

**C. Nailers**

Nailers may be required for the roof safes and roof flashings that are not made of lead. All nailers are to be constructed of #1 Quality Douglas Fir and properly attached to the roof decking as determined by Setness Roof Inspection Service, Inc.

**D. Retro Fit Board Roof Insulation Tapered Crickets Between The Drains**

Retro Fit Board Roof Insulation crickets will be installed behind all HVAC curbs no matter their size to prevent water from ponding on the upside of the curb.

Retro Fit Board Roof Insulation crickets will be installed between the drains along the parapet wall to aid in the proper drainage of the water from the roof. The contractor will figure three additional layers of Retro Fit Board Roof Insulation cut to create a cricket between each of the roof drains. The crickets will come out appropriately six feet at the point halfway between the roof drains. The crickets will be installed in a stair step method with the thickest area (3 layers) being along the parapet wall with 0 to ½ taper being used for the transition to the next level.

**8. ROOFING MEMBRANE INSTALLATION INSTRUCTIONS  
FOR JOHNS-MANVILLE 5GIC ROOFING SYSTEM****A. GlasPly Premier**

Using GlasPly Premier, apply a piece 9" wide, then, over that, one 18" wide, then over that, one 27" wide. Over these 3 partial sheets install a full width 36" piece. The felts are to be applied full width, overlapping the preceding felts by 27 ½" so that at least 4 plies cover the substrate in all locations. Install each felt so that it is firmly and uniformly set, without voids, wrinkles, fishmouths, tears, or air pockets. Install the felts in approved Type III asphalt within 25 degrees of the EVT applied just before the felt is installed at a nominal rate of 25 lbs. of asphalt per layer over the entire surface. The GlasPly Premier must be embedded into a fluid continuous application of asphalt so there is no place where ply will touch ply. A bleed out of asphalt is required when installing the GlasPly Premier. Light brooming will be required to aid in the adhesion of the sheets.

**B. GlasKap CR G Mineral Surfaced Cap Sheet**

Prior to the application of the GlasKap CR G Cap Sheet, the contractor will identify any low spots on the roof and fill in any low spots on the new roofing system with a heavy coating of hot asphalt and an extra ply sheet. This is an attempt to prevent ponding water.

Prior to application of GlasKap CR G, cut the cap sheet into handleable lengths (12' - 18'), lay the material out on the roof and allow it to relax and flatten. To accommodate a full width sheet, apply a mopping of hot asphalt, approximately 20 degrees above the EVT, at a nominal rate of 25 lbs. per square then flop the cap sheet into the hot asphalt. On subsequent courses, the cap sheet is positioned upside down, directly over the sheet in the preceding course such that the side lap area is exposed. Care must be taken to maintain 4" side laps and 4" end laps. Asphalt is applied in the same manner as before, however, it is also applied to the exposed side lap area of both the preceding and current cap sheet. The top cap sheet is then flopped into place. A bleed out of asphalt a minimum of ½" is required on all edges when installing the GlasKap CR G Mineral Surfaced Built-Up Cap Sheet. A heavy coating of granules must be applied to the asphalt, which has bled out from the edges of the Cap Sheet.

The GlasKap CR G must be firmly and uniformly set, without voids, wrinkles, fishmouths, tears, or air pockets into the hot asphalt and with all edges well sealed. This is to be accomplished by brooming down the cap sheet into place. A heavy coating of granules will be applied to all areas where the asphalt bleeds out from the sides and edges of the cap sheet. No exposed cuts will be allowed in the cap sheet roof.

### **C. Asphalt**

Asphalt must meet the requirements established in ASTM D 312 and be approved by the manufacturer of the roofing system. Trumbell brand asphalt is the required asphalt. If the Equiviscous Temperature (EVT) is not available, heating guidelines are as follows:

<u>Asphalt Type</u>	<u>Heating</u>	<u>Application</u>
190 Degree F, Type III Steep	500 Degrees F	+or - 25 degrees of EVT

### **D. Metal Flashings**

1. All existing roof flashings, pipe flashings, and plumbing vent flashings, HVAC flashing are to be replaced with new roof flashings, pipe flashings, and plumbing vent flashings, and HVAC flashings which properly fit the roof penetration on which they are to be installed.

Where there are no existing roof flashings, pipe flashings, and plumbing vent flashings but flashings are required (as determined by Setness Roof Inspection Service, Inc.), new roof flashings, pipe flashings, plumbing vent flashings, and HVAC flashings, which properly fit the roof penetration on which they are to be installed. The flashings shall be made of sheet lead weighing a minimum of 2 ½ lbs. per square foot.

All existing roof flashings, pipe flashings, and plumbing vent flashings that can not be replaced with new lead roof flashings (as authorized by Setness Roof Inspection Service, Inc.) shall be replaced with new 24-gauge galvanized steel roof flashings which properly fit the roof penetration.

The flanges on roof flashings are to be a minimum of 6". All roof flashings, pipe flashings, and plumbing vent flashings are to be roofed as per construction detail BUR-18, Plumbing Vent, in the NRCA Roofing and Waterproofing Manual – Most Recent Edition.

2. All roof flashings and pipe flashings that will be coming into contact with asphalt, flashing cement or the surface of the roof is to be primed on both sides a minimum of 24 hours prior to their installation or the contractor May use a Quick Dry Primer.

3. All pitch pockets and pitch pans shall be replaced with lead roof flashings, which will properly fit the roof penetration they are intended to be used.

4. The existing through the wall roof scuppers on the walkway roof areas to be reroofed will be replaced with similar 24-gauge sheet metal through the wall roof scuppers.

5. All existing expansion and contraction joints will be replaced with all new expansion and contraction joints (JM Expando-O-Flash).

6. All roof flashings are to be set in a bed of 1/8" thick MBR Flashing Cement. The metal flanges of the roof flashings are going over and being set onto the four-ply membrane of the 5 GIC Johns Manville Roofing System. Cover the metal flanges with 2 layers of GlasPly Premier with each layer being set into bitumen. The first layer will extend a minimum of 4 inches past the edge of the flange and the second layer will extend a minimum of 8 inches past the edge of the flange.

7. All existing reglets will be reused and counter flashing shall be replaced with new 24-gauge counter flashings to match the existing being replaced. The existing reglets will be removed from the upper gravel roof area to allow the complete roofing of the exposed masonry walls.

8. All existing metal counter flashings shall be replaced with new (24 gauge) galvanized steel counter flashing which match the existing.

9. All existing roof flashings that cannot be replaced with new lead roof flashings shall be replaced with new (24 gauge) galvanized steel roof flashings which property fit the roof penetration.

10. Install stainless steel bands and urethane caulking to the top of all lead flashing to properly waterproof the junction of the lead flashing and the roof penetration.
11. Install urethane caulking and urethane flashing collars to the top of all sheet metal flashing where they adjoin the roof penetration.
12. All construction details will be performed as per The NRCA Roofing and Waterproofing Manual – Most Current Edition, Built-Up Roofing Details. For further reference, refer to the manufacturer's specifications.
13. All roof edge and/or gravel stop metal is to be replaced with new roof edge and/or gravel stop metal which is designed to fit the requirements of the roof area on which it is to be applied. The roof edge and/or gravel stop metal shall be made of 24-gauge Kynar (Color to match the gutters) and extend 4 inches onto the roof deck and 3 inches down the rake edges of the roof decks and 3 inches down into the gutters.

The lip going up on the roof edge and/or gravel stop metal shall be  $\frac{1}{4}$  to  $\frac{1}{2}$  inch. The metal must be hemmed along the bottom edge with a drip edge. All roof edge or gravel stop metal must be primed on both sides and set in a  $\frac{1}{8}$ " bed of mastic and stagger nailed 3" to 4" on center. The roof edge metal or gravel stop nosing must be stripped in with 2 layers of GlasPly Premier (9" & 12" wide) and 1 layer of Dynaflex (12" wide). Water must not pond along the roof edge or gravel stop edge. Please refer to construction detail BUR-3, Embedded Edge Metal Flashing (Gravel-Stop), on page 749 in The NRCA Roofing and Waterproofing Manual - Fifth Edition. All roof edge or gravel stop will be designed as per SMACNA Architectural Sheet Metal Manual - Fifth Edition - Formed Gravel Stop-Fascia Design Data, page 2.3, figure 2-1, Fig 2-1A. The joint system to be used on the gravel stop metal will be SMACNA Architectural Sheet Metal Manual - Fifth Edition - Formed Gravel Stop-Fascia Joint System, page 2.7 & 2.8, figure 2-5, Fig 2-5B.
14. DynaFlex XL Base will be used for stripping in all flanges of all metal.
15. The existing built-in counter flashing installed under the stucco wall will be reused by the contractor if they area carefully handled as to prevent any bending, creasing, scraping, scratching or damage. If the built-in metal counter flashing is damaged by the contractor in any way during demolition and roof installation (as determined by Setness Roof Inspection), the contractor will be required to replace the metal counter flashing to match the existing in quality and color.
16. JM MBS Roofing Cement will be installed over the insulation around all roof penetrations to prevent asphalt form entering the building.



## **E. Base Flashings**

1. The roof membrane must extend to the top of the cant strip.
2. The completed base flashing at all equipment curbs, roof angles, and all other areas base flashings are required shall extend not less than 8" not more than 24" above the level of the roof and shall extend onto the roof membrane (once it has reached the level of the roof) a minimum of 4".

3. Mop the DynaBase Plus to the HVAC curb with hot Type III asphalt. Immediately place a GlasBase Plus Sheet into the hot bitumen, smoothing the felt to set it firmly into the bitumen.

The bottom edge of the GlasBase Plus should terminate at the bottom edge (base) of the cant. Do not extend the GlasBase Plus onto the horizontal membrane surface. The GlasBase Plus should extend to the top of the curb and be nailed at 9" centers in both directions and at all laps.

The GlasBase Plus will be solid mopped if applied to insulation board to or sprinkler mopped if applied to wood. Laps in the GlasBase Plus should be a minimum of 2".

4. Cut the DynaFlex into sections that can be easily handled and installed (6' - 8') long. Starting at the top of the curb, mop the surface of the backer felt, and out onto the roof membrane with Type III asphalt.

Holding the upper corners of the DynaFlex, position its lower horizontal edge of the roof membrane (minimum 4" from base of cant) and lay it into place over the cant strip and up the wall or curb. The sheet must be worked-in to ensure that it is firmly and uniformly bonded. Mechanically fasten the base flashing on 4" centers along the top edge. Fasteners must have a 1" minimum diameter integral cap. The vertical laps of the flashing must be stripped in with a 4" wide strip of fiber mesh and trowelled over a 1/4" thick layer of MBR Flashing Cement.

5. All base flashings are to consist of a multiple-ply membrane base flashing system consisting of a layer of DynaBase Plus and a layer of DynaFlex.

6. All interior wall areas are to be roofed with a multiple-ply membrane system consisting of a layer of DynaBase Plus solid mopped with hot asphalt and nailed across the top of the wall 4 inches o.c. and then apply a final layer of DynaFlex solid mopped to the DynaBase Plus and nailed across the top of the wall 4 inches o.c.

**9. PARAPET WALL SPECIFICATION JOHNS-MANVILLE 2GNC**

**A.** The contractor will apply a Johns-Manville 2GNC to all interior parapet walls on all roof decks on the Community Education Building except the currently exposed concrete walls between the North and South roof areas

**B.** Mop the DynaBase Plus to the inside parapet wall with hot Type III asphalt. Immediately place a DynaBase Plus Sheet into the hot bitumen, smoothing the felt to set it firmly into the bitumen. The bottom edge of the DynaBase Plus should terminate 8 inches onto the roofing membrane. The DynaBase Plus will extend to the top of the wall and then to the outside edge of the parapet. The DynaBase Plus will be nailed 4 inches O.C. at the top edge of the wall. The GlasBase Plus will be strip mopped to the wood nailer. Laps in the DynaBase Plus should be a minimum of 4".

**C.** Cut the DynaFlex into sections that can be easily handled and installed (6' - 8') long. Starting at the top of the wall, mop the surface of the backer felt, and out onto the roof membrane with Type III asphalt. Holding the upper corners of the DynaFlex, position its lower horizontal edge of the roof membrane and lay it into place up the wall and 8 inches out onto the roof. The sheet must be worked-in to ensure that it is firmly and uniformly bonded. Mechanically fasten the base flashing on 2" centers along the top edge. Fasteners must have a 1" minimum diameter integral cap. The above specification will be applied to all interior walls.

**10. ROOF MOUNTED EQUIPMENT AND HVAC SYSTEMS**

**A.** Liberty Union High School District will hire and pay for the disconnection and reconnection of the HVAC systems and ductwork on the Community Education Center located at 929 2<sup>nd</sup> Street in Brentwood. The work will be performed on or about Tuesday-Friday, May 28<sup>th</sup>-31<sup>st</sup>, 2024. The building has two distinct wings, one wing will have their HVAC systems and ductwork removed at a time.

**B.** Dells Heating & Air Conditioning, Inc. will be handling this disconnection and reconnection work. There address is 3502 Mars Way Suite 191, Tracy, CA 94561. There office phone is (209) 833-1610.

**C.** The contractor will work with Liberty Union High School District, Setness Roof Inspection Service and Dells Heating & Air Conditioning to make sure this disconnection and reconnection of the HVAC systems and ductwork is performed in a timely manner to assure the smooth reroofing of the Community Education Center.

**D.** The contractor shall remove all existing HVAC platforms and sleepers from the wood roof decking. All HVAC systems shall be getting new HVAC platforms constructed and properly installed by the roofing contractor.

**E.** On the Community Education Center there are seven (7) HVAC systems on the North Roof Area and eight (8) HVAC systems on the South Roof Area.

**F.** The HVAC ductwork flange that is tied into roof will not be disconnected by Dells HVAC. The flange will be disconnected and thoroughly cleaned by the roofing contractor.

**G.** The roofing contractor will furnish, fabricate and install new HVAC wooden platforms for the seven (7) HVAC systems on the North Wing and eight (8) HVAC systems on the South Wing. These HVAC wooden platforms will be built approximately 5 ft. X 5 ft. X 8 inches high. (The exact size is to be determined). The square HVAC platform will be constructed of 2" X 8" with an additional 2 - 2" X 8" in the staggered in the middle section for support and be covered with a 5-ply - 5/8-inch plywood deck over the platform. The contractor will properly secure the new platforms to the existing plywood decking. The platform will be placed approximately 3 ft. out from the HVAC return and centered 3 ft. back in line with the registers and return. Please Note: The exact location of the new HVAC platforms to be installed by the roofing contractor will be determined by Dells HVAC and the roofing contractor. Please Note: Some of the HVAC wooden platforms may need to be larger than 5 ft. X 5 ft. and this will be included in the bid.

**H.** The top of the new wooden platform will be covered with a layer of GAF Ice & Water Shield which will go over the base flashing by 2 inches around the perimeter.

**I.** The roofing contractor will build and/or fabricate the fifteen (15) new HVAC wooden platforms during the demolition of the roofing project and coordinate the fabrication and installation of the new HVAC platforms with Dells Air Conditioning and Heating.

**J.** The roofing contractor will custom fabricated new 24-gauge sheet metal caps will be installed over the new HVAC platforms that the contractor will be building and installing. The cap will extend a minimum of 3 inches down around the perimeter of the HVAC platform.

## **11. ELECTRICAL CONDUIT LINES, GAS LINES, AND WATER LINES**

**A.** Any and all alterations and modifications that may be required as the result of this reroofing project in regard to the proper installation (as defined by Setness Roof Inspection Service) of the conduit lines, gas lines, water lines, or any other roof mounted equipment is the responsibility of the contractor.

**B.** All small diameter (under 1") lightweight conduit and gas lines will need to be properly supported, properly attached, and properly set onto the new roofing systems. The proper procedure for installation involves the following: All existing pipe support blocks made of wood will be replaced with C-Port Brand C-Strut support C10. All C-Port C-Struts will be installed every 4 ft. OC. or closer if required for proper installation.

**C.** All medium diameter (1" to 1½") heavy electrical conduit, gas lines, and all other conduit pipes will need to be properly supported and roofed using the following procedure for installation. All large diameter (1" and Over) heavy conduit and gas lines will need to be properly supported, properly attached, and properly set onto the new roofing systems. The proper procedure for installation involves the following: All existing pipe support blocks made of wood will be replaced with C-Port Brand C-Strut support C10. All C-Port C-Struts will be installed every 4 ft. OC. or closer if required for proper installation.

**D.** All large diameter (2" and over) heavy electrical conduit and gas lines will need to be properly supported, properly attached, and properly set onto the new roofing systems. Furnish and apply a Pipe Roller Support System as shown in The NRCA Roofing and Waterproofing Manual - Fifth Edition.

**E.** All existing gas, condensation, plumbing, and conduit penetrations on the roof shall have proper lead roof safes installed around them and be then be properly counter flashed (as determined by Setness Roof Inspection Service.)

**F.** The contractor will be required to properly disconnect and move and then properly reconnect and test all electrical conduit lines, gas lines, water lines, and any other lines on the roof or anywhere else where required for the proper installation of the roofing insulation, roofing membrane, gutters, and any other part of this project. The contractor will be responsible for the repair or replacement of any damaged electrical, gas, water or any other lines during the reroofing project.

**G.** All equipment support curbs will be roofed as per Johns-Manville construction details.

**H.** The contractor will be required to properly disconnect and move and then properly reconnect and test all electrical conduit lines, gas lines, water lines, and any other lines on the roof or anywhere else where required for the proper installation of the roofing insulation, roofing membrane, gutters, and any other part of this project. The contractor will be responsible for the repair or replacement of any damaged electrical, gas, water, or any other lines during the reroofing project.

**I.** All existing pipe support blocks made of wood will be replaced with C-Port Brand C-Strut support C10. All C-Port C-Struts will be installed every 4 ft. OC. or closer if required for proper installation.

**J.** All existing gas, condensation, plumbing, and conduit penetrations on the roof shall have proper lead roof safes installed around them and be then be properly counter flashed (as determined by Setness Roof Inspection Service.)

**K.** The contractor will be responsible for the disconnection and reconnection of any and all electrical or conduit lines where required for the proper installation of the new roofing system.

- L. New cant strip will be required around all the new HVAC platforms.
- M. Thoroughly clean all penetrations before installing the new lead flashings.

## **12. ROOF DRAINS & ROOF OVERFLOW DRAINS**

A. The existing old drains will be removed and replaced with new Josam drains to match the condition of the roof (21500 Series Large Sump). The contractor will order these new roof drains in early 2024 to assure they arrive to the project prior to the starting of the project. The new roof drains will fit the existing plumbing pipes.

B. The contractor will add new over-flow roof scruppers two inches above all the new Josam drains being installed to replace the existing Josam drains. The through the wall roof scruppers will be 8" X 8" square and be made of 24-gauge galvanized steel. The existing overflow drains do not meet existing building code. The contractor will need to cut an 8" X 8" opening through the existing wood parapet wall and cut the exterior stucco to allow for the installation of the new through the wall roof scruppers. The scruppers will have a 4-inch flange on the interior of the parapet wall and a 3-inch flange on the exterior of the wall. The scupper will extend two inches past the exterior of the wall. The new through the wall roof scruppers will be properly sealed on the exterior of the building as not to allow water to feed back into the building. Please see the enclosed Overflow Scupper For Hot Applied Flashing Systems.

## **13. PARAPET CAP METAL (COPING)**

A. The contractor will furnish and install all new metal parapet cap (coping) to the top of all parapet walls on the Community Education Center (CEC) Main Building. The width and shape of the top of the concrete walls may vary throughout the Community Education Center so accurate measurements are required.

B. All new metal parapet cap metal (Coping) will be designed, furnished and installed to fit the requirements on the Community Education Center - Main Building to be reroofed. The metal coping shall be made from 24 Gauge Una-Clad Kynar 500/Hylar 5000 Pre-Finished Galvanized Steel Architectural Sheet & Coil. The color to be installed is Dark Ivy or a Sherwood Green, the one that matches the best.

C. The contractor shall furnish and install a custom fabricated wood nailer to fit the shape of the top of the concrete walls. The wood nailer must be a minimum of 3/4 inch thick at the inside edge of the parapet wall to allow for the proper installation of the fasteners. Due to the curvature of the top of the parapet walls, shims will be required to slope the coping toward the inside of the parapet wall.

**D.** The contractor shall furnish and install a 24-gauge continuous cleat fastened 8 inches OC to the upper outside edge of the parapet wall on properly fit with the new metal coping.

**E.** The metal coping shall be reinstalled as per the Metal Parapet Cap (Coping) And Base Flashing Detail BUR-8 in the NRCA Manual - Fifth Edition. Sheet metal joint cover plates 6" wide which are set in two beads of sealant will be installed at all joints. The metal coping must be properly secured to the top of the wall. The built-up roofing system must be three-coursed before the metal coping is installed.

**F.** GAF Weather Watch membrane will be installed under all metal coping that is touched, removed, or installed during the reroofing project. Metal coping referred to in the specifications only relates to the areas that are being reroofed.

#### **14. SKYLIGHT REPLACEMENT WORK**

**A.** The contractor will remove and dispose of the existing 7 – 7' X 10' glass skylights on the main building of the Community Education Center.

**B.** The contractor will properly remove and dispose of the existing 7 – 7' X 10' glass skylights curbs on the main building of the Community Education Center.

**C.** The contractor will rebuild the existing 7 – 7' X 10' skylight frame opening in order to accommodate the new 7 – 4' X 8' skylights to be installed over the current skylight openings. This will involve narrowing the opening of the existing skylights using ½ inch 5-ply plywood. The contractor will install 2" X 6" ceiling joists to support the smaller perimeter of the new sized 4' X 8' skylights.

**D.** The contractor will install supports and plywood decking to match the existing decking and create 7 new 4' X 8' openings for the new skylights. The openings will be rebuilt to be proportional to the existing 7' X 10" openings.

**E.** Install 7 new skylight curbs with 2" X 8" Douglas Fir #1 lumber. The skylight curbs will be properly built to accommodate the AES Sunoptics 4080 - 52-1/4" x 100-1/4" outside frame measurement.

**F.** The contractor will furnish and install 7 new AES Sunoptics High Performance Prismatic Skylights replacing the existing glass skylights to fix the new 4' X 8" opening and framing. The new skylights will be fabricated by AES Sunoptics in Sacramento to properly fit the newly adjusted skylight openings. The type of skylight to be installed is the SIG which is the Signature Series Commercial Prismatic Dome Skylights. These skylights must be ordered in the Spring of 2024 to ensure timely delivery. The skylights to order are the 4080 - 52-1/4" x 100-1/4" outside frame measurement. The new skylight curbs being constructed by the contractor must take into account the ½ inch of roofing being installed to the outside skylight curb and still leaving room for a proper fix.

## 15. GUTTERS & DOWNSPOUTS

A. All new gutters will be installed along the bottom edges of all the roof areas on the Canopy Roof. The color to be used is a Dark Ivy or a Sherwood Green.

B. The new Kynar gutters (24 gauge) on Community Education Center will be. (Please see the enclosed drawing of the gutter.) All gutter seams are to be pop riveted and sealed with Sikaflex caulking. Gutter straps (16 gauge) shall be installed every 30 inches O. C. or additional support the gutter is to be screwed to the wood fascia (nailer) between each of the screwed in gutter straps.

C. Gutter expansion joints are to be installed every 20 ft. depending upon the run of the gutter. Please see the enclosed sketching of the new gutter. The new Kynar gutter will have a 1-inch flange going onto the roof on cover the space between the roof deck and the stucco. The gutters will be screwed into place 6 inches on center ½ inch down from the top of the fascia. The color to be used is a Dark Ivy or a Sherwood Green.

D. The lap type gutter expansion joint is to be used as shown on page 1.19, figure 1-6, of the SMACNA Architectural Sheet Metal Manual - 5th Edition. The gutters are to be installed as per the hanging gutter installation - heavy gutter, page 1.39, figure 1-16, and figure 1-16A. All screws used in the attachment of the gutter straps and for additional support will be sealed over with Flex-Seal caulking. The vertical section of the gravel stop nosing will not be cut when the gutter straps are installed.

E. All new downspouts shall be installed at a minimum of every 20 feet and must be installed and securely strapped onto the building. The downspouts are to be made of (22 gauge) Kynar. The downspouts will drain down onto the concrete.

F. The 10-foot section of gutters will be lapped 3 to 4 inches. Two ¼ inch beads of caulking 2 inches apart serve as a waterproofing at the lap along with the seam of the gutter section also being sealed with a ¼ to ½ bead of caulking.

## 16. METAL ROOF FLASHINGS / METAL COPING / EDGE METAL / ROOF TO WALL COUNTER FLASHING / EXHAUST VENTS / HVAC PLATFORM CAPS

A. All existing roof flashings, pipe flashings, plumbing vent flashings, exhaust vents, counter flashing, metal coping, edge metal are to be replaced with new roof flashings, pipe flashings, plumbing vent flashings, exhaust vents, counter flashing, metal coping, edge metal which properly fit the roof penetration on which they are to be installed. New custom fabricated 24-gauge sheet metal caps will be installed over the new HVAC platforms that the contractor will be building and installing. The cap will extend a minimum of 2 inches down around the perimeter of the HVAC platform. Surfaced mounted counter flashing will be furnished and installed by the contractor where required. This will principally be on the concrete walls that separate the North and South Wings and the front well area.

**17. SPANISH TILE REPAIR WORK**

**A.** The contractor will replace the missing and broken Spanish Tile on the CEC Building with a tile that somewhat matching the existing tile in shape and color. Most of the repair work will occur on the north side of the building around the HVAC ductwork and adjoining areas. The contractor will install new GAF Ice & Water Shield underlayment 18 inches around the HVAC ductwork flange on the tile roof. There are some roof tiles sitting on the existing SPF roofing system that also can be used during the repair work. Extreme care must be taken during the performance of the repair work so as not to break additional roof tiles. The contractor will also replace any missing rake tiles and resecure the existing rake tiles with 8 or 16 penny nails.

**18. METAL PAINTING INSTRUCTIONS AND SPECIFICATIONS****A. New Metal Preparation**

Clean all dirt and oils off of the new lead roof flashings, galvanized steel roof flashings, roof safes, roof vents, roof flashing, and roof exhaust vents, and any other new & existing metal to be used or part of the project.

**B. New Metal Painting Specification**

Apply one coat of metal primer and two coats of an approved semi-gloss acrylic enamel paint to match the building to all new gravel stop nosing, roof edge metal nosing, lead roof flashings, galvanized steel roof flashings, roof safes, roof vents, metal coping, and any other new metal to be used in the project. The paint is to be approved by Setness Roof Inspection Service, Inc. prior to installation.

**19. INSTRUCTIONS FOR CLEANING AND WASHING OF THE NEW BUILT-UP CAPSHEET ROOFS**

**A.** Prior to the cleaning and washing of the new Built-Up Cap Sheet roofs, submit your cleaning and washing procedures and a schedule for the cleaning and washing of the new Built-Up Cap Sheet roofs on the buildings to Setness Roof Inspection Service.

**B.** Provide, erect, and maintain temporary barriers and security devices. It is imperative that the public be kept away from the jobsite during cleaning and washing.

**C.** Perform the cleaning and washing in such a manner as to minimize interference with normal activities conducted in the use of the building being roofed as well as adjacent building areas. Maintain protected egress and access at all times.



D. Using High pressure washing equipment, power wash the roofing membrane to remove any loose coatings, dirt or debris. This washing must not damage the roofing membrane in any way. The washing must clean the surface so that the new roof coating to be applied will properly adhere to the roofing membrane. This must be performed in an orderly and careful manner as to protect the building and its contents. The power washing will not be performed until the entire reroofing project is completed (as defined by Setness Roof Inspection Service).

**If The Roof Coating Is Performed As Per The Roof Specifications And As Per The Timeline, The New Roofing Systems May Be Cleaned Using A Broom and a High-Powered Blower To Thoroughly Clean All Dust, Debris And Loose Granules From The Roof Surface Prior To The Application Of The Roof Coating.**

## **20. ROOFING COATING APPLICATION INSTRUCTIONS:**

A. Furnish and apply a coating of oil-based Aluminum Roof Coating to all areas of exposed roofing asphalt and exposed roofing mastic to seal these areas prior to performing the roof coating work.

B. Furnish and apply a coating of Johns Manville TopGard 5000 White Acrylic Elastomeric Roof Coating or equivalent over the entire Built-Up cap sheet roofing membrane surface with a uniform coating at the rate of 3.0 gallons per 100 sq. ft. of roof area applied in two equal coats of 1.5 gallon each.

C. Mix the material thoroughly to assure uniformity. Johns Manville TopGard 5000 White Acrylic Elastomeric Roof Coating or equivalent (the coating must be approved by the roofing material manufacturer for use on their built-up roofing system) may be applied by brush or roller, and by either conventional or airless spray equipment. You must follow all manufacturers' specifications and recommendations for the application of this product. The roof coating can be installed after the built-up roofing has set up for a minimum of 5 days.

## **21. ADDITIONAL OR EXTRA WORK AND CHANGES**

A. The Contractor will also figure in their Bid to the district for this project, **Forty (40) additional foreman roofing hours on the roof** to perform any type of work that may be required or desired to be performed by Setness Roof Inspection Service that is not specified in the Contract and therefore would otherwise be a change order. These 40 additional foreman man hours will be (inclusive of direct labor, workers compensation insurance, general liability insurance, pension, health insurance, bonds, overhead, profit, mark-up, and all other expenses related to the performance of any additional or requested work not included in the specifications.) The Contractor will also figure **\$2,500 worth of roofing materials to be used for this additional work**. After this time and material is used, the labor rate and material rate to be paid to the contractor is stated in 21. B.

**B.** The contractor shall remove and replace any dryrot, broken boards, delaminated and substandard wood roof decking (as determined by Setness Roof Inspection Service, Inc.) at the rate of one-hundred-twenty-five-dollars (\$125.00) per hour (inclusive of direct labor, worker's compensation insurance, general liability insurance, health insurance, pension, bonds, overhead, profit, mark-up, and all other expenses related to the performance of the dryrot repair work.) The lumber used to replace the dryrot, broken boards, delaminated and substandard wood roof decking will be approved by Setness Roof Inspection Service, Inc. and billed at its cost from the lumber company or its going market rate as determined by Setness Roof Inspection Service, Inc plus 15% to cover handling charges. (This will apply to the \$2,500 worth of materials to be included in the bid. Weekly updates of the dryrot repair labor costs and material cost will be submitted to Setness Roof Inspection Service, Inc. The Contractor must have one qualified carpenter ready, willing, and able to repair any and all dryrotted, delaminated, broken, or substandard plywood, wood decking or wood supports within 24 hours of the existing roofing being removed.

**C.** No extra work shall be performed, or changes be made with the authorization of Setness Roof Inspection and Liberty Union High School District.

**D.** Should the Liberty Union High School District at any time during the progress of the work request any alterations, deviations, additions or omissions from the Specifications or Documents, the Liberty Union High School District shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price by a fair and reasonable valuation, agreed to in writing between the Liberty Union High School District and the Contractor.

## **22. LABOR AND MATERIAL GUARANTEES**

**A.** You must be a Johns-Manville Approved Roofing Contractor or equivalent (as determined by Setness Roof Inspection) to install the roofing system that is being specified.

**B.** Upon the successful completion of the project, the Contractor shall provide a Johns-Manville Built-Up Roofing Guarantee. This will be a No Dollar Limit (NDL) guarantee for a term of 20 years. The Contractor must meet all conditions and requirements set forth by Johns-Manville in order to obtain this guarantee. The Contractor must be a Johns-Manville NDL approved contractor. A two-year contractor guarantee will be acceptable for the Community Education Center Reroofing Project.

## **23. BEGINNING OF WORK & TIME OF COMPLETION**

**A.** The Contractor must perform the reroofing project at Community Education Center according to a strict timeline and work limitations. **The project will begin on Monday, June 3, 2024, and must be completed by Friday, July 26, 2024.** The demolition of the existing roofing system is to be performed at the school between the hours of 6:00 a.m. and 6:00 p.m.

The installation of the new roofing system can be performed at the school from Monday, June 3, 2024, to Friday, July 26, 2024, between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. Weekend work must be authorized by Setness Roof Inspection.

B. The Contractor must start and properly man the project from Monday, June 3, 2024, through Friday, July 26, 2024. Manning the project properly is defined by having a minimum of 6 to 10 workers on site each workday until the project is completed. Small variations in crew size will be allowed depending on the circumstances.

## **24. RESPONSIBILITY FOR WORK, BUILDINGS, & FACILITIES**

A. Until the completion and formal acceptance of the work by the Liberty Union High School District, the Contractor shall have the charge and care of the work, buildings and facilities against the action of the elements (weather). This includes rain, showers, hail, snow, wind or fog. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work, buildings and facilities as the result of execution or from the non-execution of the work. This would include but is not limited to the removal of a roof or any part of the roof and not completing the reroofing of the building before rain damages the structure and/or its contents.

B. It is imperative that the buildings and facilities be open to the weather for the shortest amount of time possible. When an old roof is removed, the new roof must be installed immediately to ensure that if the weather should change that no damage will be done to the structure and/or its contents. The weather must be watched on a constant basis so that no roof is removed if there is any chance of rain before the building or facility can be made watertight by its new roofing membrane.

C. The Contractor will thoroughly clean the worksite, grounds, sidewalks and any other areas affected by the construction work every day. The school grounds must be completely clean and made safe for the students and faculty before 5:00 a.m. each day. Setness Roof Inspection and Brentwood Unified will determine what is completely clean and safe. Any and all area marks caused by trucks and Gradalls will be cleaned.

## **25. INSTRUCTIONS FOR ASSURING QUALITY CONTROL**

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of the specified quality.

B. Comply fully with the specifications and instructions in this contract document and manufacturers' specifications and instructions.

C. Should manufacturers' instructions conflict with contract documents, request clarification from Setness Roof Inspection Service, Inc.

**D.** Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate Higher standards or more precise workmanship.

**E.** All work must be performed by people qualified to produce workmanship of specified quality. Substitution of the specified roofing materials will not be allowed.

**F.** All roofing materials, roof flashings, roof safes, roof drains, metal coping, and any other materials used in the performance of this project must be new and approved by Liberty Union High School District, Setness Roof Inspection Service, Inc. and their representatives.

## **26. GUARANTEE FROM LOSS AND RESPONSIBILITY FOR DAMAGE**

**A.** The Liberty Union High School District, Setness Roof Inspection Service, Inc. and their representatives, officers, agents, or employees shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to any building, facility, work, or equipment of any part thereof, or in, on, or about the same during the project and before acceptance. The Contractor unequivocally guarantees the first-class quality of all workmanship and of all materials, apparatus, and equipment used or installed by him/her or by any subcontractor or supplier in the project which is the subject of this contract.

**B.** The Liberty Union High School District, Setness Roof Inspection Service, Inc. and their representatives, officers, agents, or employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work of any part thereof, or for any materials or equipment used in performing the work, or for injury or damage to any person or persons, either workmen or the public, for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.

**C.** The Contractor shall indemnify and hold harmless and defend the Liberty Union High School District, Setness Roof Inspection Service, Inc. and their representatives, officers, agents, or employees from any suit, claims, or actions arising from or relating to the roof and roofing services to be provided by the Contractor as well as the actions of the Contractor, its agents, employees, or subcontractors taken in connection with this project or in consequence thereof, even if some negligence or fault of the Liberty Union High School District, Setness Roof Inspection Service, Inc. and their representatives, officers, agents, or employees contribute any degree or cause other than as sole cause to the event giving rise to any such suit, claim, or action.

**D.** The Liberty Union High School District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or action for damages until the Liberty Union High School District, Setness Roof Inspection Service, Inc. and their representatives, officers, agents, or employees have received written agreement from the Contractor's insurance carrier that they will unconditionally defend the Liberty Union High School District, Setness Roof Inspection Service, Inc. and their representatives, officers, agents, or employees and pay any damages due by reason of settlement or judgment.

**27. ACCIDENT PREVENTION AND HOLD HARMLESS**

**A.** Caution shall be exercised at all times for the protection of persons, including employees and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Industrial Accident Commission of the State of California.

**B.** The Contractor shall keep and maintain at his/her expense during the course of his/her operations under these specifications, such warnings, sign, and barriers as may be required to protect the public.

**C.** The Contractor and all of their Sub-Contractors shall follow all Cal/OSHA safety requirements at all times, this includes but not limited to Fall Protection. The Contractor shall follow all safety and health recommendations from the National Roofing Contractors Association as stated in the NRCA Guide To Safety and NRCA Toolbox Talks.

**D.** The Contractor, prior to the commencement of the reroofing project and on a weekly basis, thereafter, will be required to conduct safety meetings with the staff performing work on the reroofing project. All safety and health concerns will be discussed. The Contractor will discuss ladder safety, fall protection, the safety concerns working with and around hot asphalt, the proper lifting of materials and any other concern that should be addressed.

**E.** The Contractor will indemnify, defend, and hold harmless the Liberty Union High School District, Setness Roof Inspection Service, Inc. and all of their officers, agents, or employees from any and all claims, demands, liabilities, suits, causes of action, judgments, and other damages, costs, or expenses, including attorney fees, that may at any time arise or be set up because of death, bodily injury or damage to property sustained by any person or persons arising out of or connected with the performance of the project.

**28. SAFETY REQUIREMENTS**

- A.** Portable Ladder Safety – The contractor will follow all Cal/Osha regulations in regards to ladder safety.
- B.** Fall Protection in Construction – The contractor will follow all Cal/Osha regulations in regards to fall protection in construction.
- C.** Procedures For Heat Illness Protection – The contractor will follow all Cal/Osha regulations in regards to procedures for heat illness protection.
- D.** The contractor will all Cal/Osha regulations at all times while at Community Education Center:
- E.** Fencing and safety flags will be installed around the kettle. The fencing must be covered to protect the kettle.
- F.** The ground around the jobsite will be cleaned on a daily basis.
- G.** Safety flags will be installed where required to prevent school employees and students from being around the jobsite.

**29. CONTRACT DOCUMENTS AND OTHER RELEVANT INFORMATION**

- A.** The contract documents include all of the documents listed in the table of contents and any others that might not be listed but are relevant to the performance of this reroofing project.
- B.** The Contractor shall obtain a copy of the Johns-Manville Commercial Industrial Roofing Systems Manual or equivalent to provide him/her with any information that might not be contained in the enclosed contract documents but necessary for the proper and successful completion of this project. The Contractor must be completely familiar with all areas in the instruction relating to the reroofing project.
- C.** The Contractor shall obtain a copy of the most recent version of the Uniform Building Code to provide him/her with any information that might not be contained in the enclosed contract documents but is necessary for the proper and successful completion of this project. The Contractor must be completely familiar with all areas in the UBC relating to the reroofing project.
- D.** The Contractor shall obtain a copy of The NRCA Roofing and Waterproofing Manual (Most Recent Addition) to provide him/her with any information that might not be contained in the enclosed contract documents but is necessary for the proper and successful completion of this project. The Contractor must be completely familiar with all areas in the NRCA Manual relating to the reroofing project.

**E.** All of the contract documents, specifications, instructions and other relevant information contained in the Johns-Manville Commercial Industrial Roofing Systems Manual, the most recent version of the Uniform Building Code and The NRCA Roofing and Waterproofing Manual (Most Recent Addition) are intended to coordinate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all the documents. In case of conflict between any of the above-mentioned sources of information, please contact the Liberty Union High School District and Setness Roof Inspection Service, Inc.

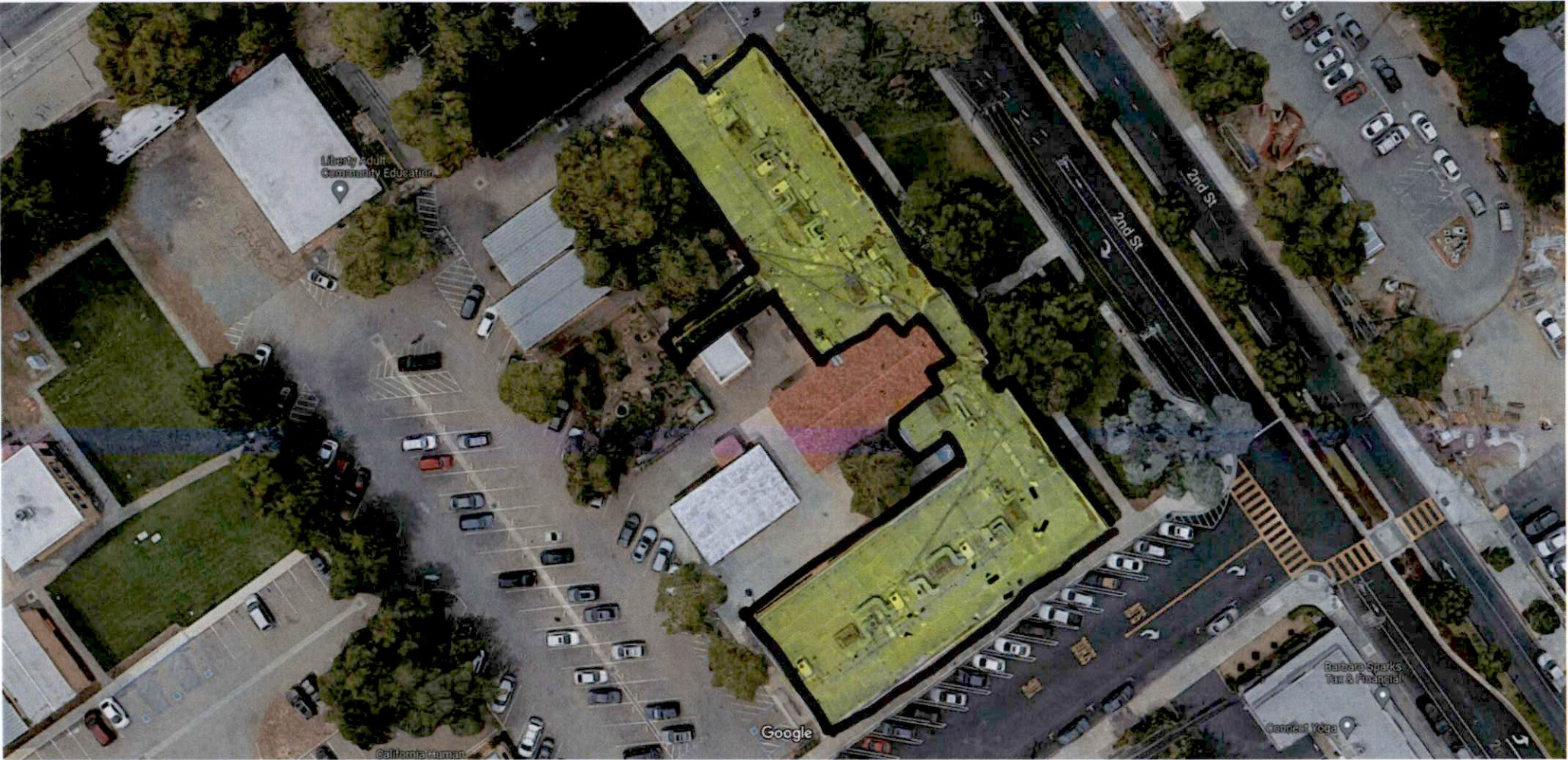
**30. READING AND UNDERSTANDING**

**A.** The Contractor shall read and fully understand and be bound by all terms contained within the pages of this document and read and fully understand all conditions and sections set out in this document. Any questions regarding the specifications and the interpretation thereof and the resolving of conflicts and inconsistencies therein shall be determined by Setness Roof Inspection Service, Inc.

**B.** I agree to read and will fully understand and be bounded by all terms contained within the pages of this document including all specifications, instructions, conditions, requirements, and all relevant information contained in the manufacturer specifications, Johns-Manville Commercial Industrial Roofing Systems Manual or equivalent, the most recent version of the Uniform Building Code, and the latest NRCA Roofing & Waterproofing Manual and the SMACNA Architectural Sheet Metal Manual.

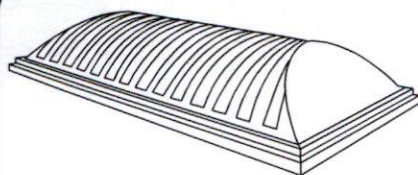
# Tab 26





# Tab 27





# Signature™ Series Dome

Fixed Industrial Skylight



**SIG | Frame Model 800MD**

## AVAILABLE CERTIFICATIONS

FM Approval # 4431  
FBC 2020 - FL14086-R4 HVHZ Approved  
Miami-Dade County, Florida, NOA No. 21-0318.03,  
NFRC Certified  
CE Certified  
Class 4 Hail Ratings Available



**Buy American:** This product is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to [www.sunoptics.com](https://www.sunoptics.com) for additional information.

**Warranty:** 10-year and 15-year limited warranty available. Complete warranty terms located at: <https://www.aessunoptics.com/warranties/>

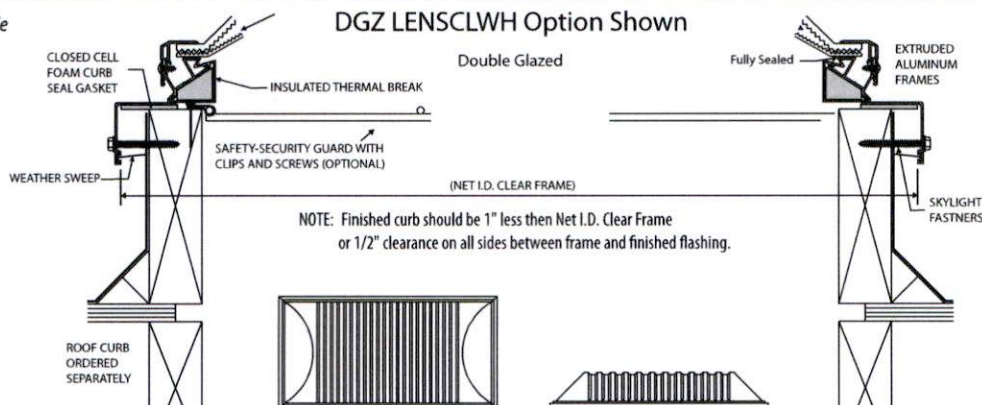
**Note:** Actual performance may differ as a result of end-user environment and application.

Specifications subject to change without notice.



## PRODUCT PROFILE

Details Not To Scale



## SPECIFICATIONS

Skylights shall be Sunoptics model 800MD (curb mounted) as manufactured by AES Sunoptics, Inc. Skylights shall be glazed ready for installation.

Skylight frames shall be fabricated from extruded aluminum, finish to be natural mill. Frames shall have integral condensation and weepage gutters which drain interior moisture to the outside. Corners shall be mitered and welded. The polycarbonate glazing shall be separated from the skylight frame with a Silicon Seal.

Skylights shall be glazed using CC1 rated, Prismatic polycarbonate in a Signature Series Dome configuration.

FM Approved Skylights shall be Double glazed using CLEAR ARMOUR® Clear Polycarbonate Prismatic over CLEAR ARMOUR® High White Polycarbonate Prismatic lens, CC1/Class A Rated, FM Approved.

FM Approved Skylights shall be tested and approved under Factory Mutual #4431 testing method for fixed skylights. Class A / CC1 flame rating. Standard Size units up to 5080 are tested and certified to AAMA/WDMA/CSA101/1.5.2/A440 to comply with 800MD frame section 2405.5 of the International Building Code.

Certain airborne contaminants can diminish the integrity of polycarbonate / acrylic lenses. Refer to the compatibility tables for suitable uses on our website.

Skylights not for use in Harsh, Corrosive, Marine and high-humidity Environmental Conditions such as Marina, Greenhouses, Petrol-Chemical facilities or other chemicals where the skylights may be exposed to such conditions.

**Note:** Multi-glazed units default to include Insulated Thermal Break (ITBR), Closed Cell Foam Curb Seal Gasket, Weather Sweep (WSW) and screws. Single-glazed units default to not included any of these options.

Testing was performed on HVHZ skylights per Florida Building Code, Test Protocols for High Velocity Hurricane Zone (HVHZ), Protocols TAS 201, TAS 202 and TAS 203. The samples tested met the performance requirements set forth in the protocols for a ±60.0 psf Design Pressure rating. Size units up to 5080 with 800MD frame are tested and listed for HVHZ.

Sunoptics HVHZ skylights are Miami-Dade County Product Control Approved.

### Skylight Hail Class Rating

Material Type	Lens Material	Resistance Rating	Hail Size
Polycarbonate over Acrylic	CC1CC2	≤ Class 4	2"
Polycarbonate	CC1	≤ Class 4	2"

### Skylight Thermal Performance

Type	SHGC	U-Value	VLT
Single Glazed	.68	n/a	.74
Double Glazed Clear/White	.42	.70	.68

### Skylight Performance Grade Ratings

Short Description	Design Pressure
Polycarbonate Skylight	40 PSF
HVHZ Skylight	60 PSF

**Cleaning Polycarbonate Lenses:** Frequency of cleaning is determined by site conditions. When cleaning polycarbonate lenses, use only water or water with a mild soap. Use a soft rag to minimize scratching the polycarbonate. A pressure washer is acceptable to use as well. Never use ammonia, aromatic or petroleum based products to clean polycarbonate lenses. This will cause deterioration and cracking of the lens and will void the warranty.

Skylights should not be installed in locations with an operating temperature in excess of -75° F or 180°F.

Rates based on FGIA. See building standard AAMA/WDMA/CSA101/1.5.2/A440

# ORDERING LOGIC

## Signature™ Series Dome

Fixture		ID Frame Call-Out		ID Frame Width		ID Frame Length		Glazing		Lens Material	
SIG	Signature Series	4040	51-1/4" x 51-1/4"	W51.250	Width 51.250 inches	L51.250	Length 51.250 inches	SGZ	Single Glaze	CC1	Polycarbonate
		4060	51-1/4" x 75-1/4"	W51.250	Width 51.250 inches	L75.250	Length 75.250 inches	DGZ	Double Glaze	CC1CC2	Poly/Acrylic
		4070	51-1/4" x 87-1/4"	W51.250	Width 51.250 inches	L87.250	Length 87.250 inches			CC1P125	1/8" Poly (Only available for skylights with a width of up to 52-1/4")
		4080	52-1/4" x 100-1/4"	W52.250	Width 52.250 inches	L100.250	Length 100.250 inches				
		5060	63-5/8" x 75-5/8"	W63.625	Width 63.625 inches	L75.625	Length 75.625 inches				
		5558	67-3/4" x 70-3/4"	W67.750	Width 67.750 inches	L70.750	Length 70.750 inches				
Lens Color		Unit Type		Skylight Frame Finish		Options					
LENSWH	White (Single Glaze Default) <sup>1</sup>	800MD	Standard Frame	MI	Mill (Default)	(blank)	No Options				
LENSCLWH	Clear White (Double Glaze Default) <sup>2</sup>	900SC	So-Cal Skylight			FMRTG	Factory Mutual Approved				
						HVHZ	High Velocity Hurricane Zone/ Miami Dade NOA***				
						ITBR	Insulated thermal break <sup>1</sup>				
						NITBR	No Insulated Thermal Break <sup>2,3</sup>				
						WSW	Weather Sweep <sup>** 1</sup>				
						NWSW	No Weather Sweep <sup>2,3</sup>				

\* mold fee may apply    \*\* weather sweep available with Mill finish only    \*\*\*Select CC1CC2 Lens material for HVHZ skylights (includes: FL 14086-R4 & Miami-Dade County, Florida, NOA No. 21-0318.03. Exp: 05/20/26).

1) Single Glaze    2) Double Glaze



800MD\_SSD\_Fixed Industrial Skylight

# Tab 28





# GLASBASE® PLUS

Fiber Glass-Reinforced,  
BUR Lightly Modified Bitumen Base or Ply Sheet

## Meets the requirements of ASTM D 4601, Type II

### Features and Components

GlasBase Plus is intended to be used as a base sheet in built up roofing or as a base or intermediate ply in modified bitumen systems.

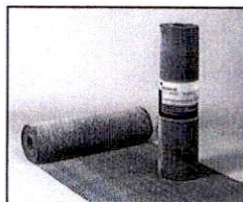
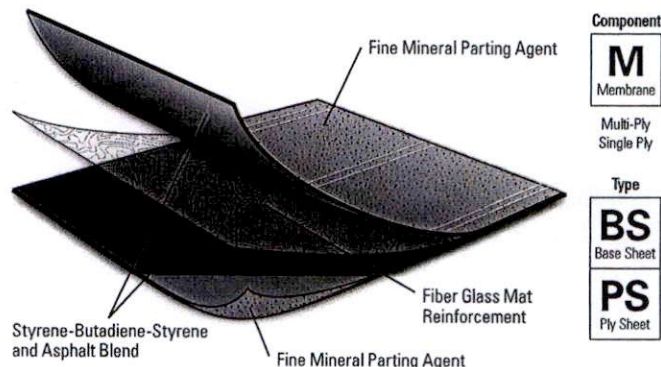
**SBS (Styrene-Butadiene-Styrene) Synthetic Rubber and High Quality Asphalt Blend:** Brings elasticity and flexibility to the sheet; lays flat virtually eliminating wrinkles resulting in fast, efficient applications.

**Fully-Coated Mat:** No pinholes prevent asphalt bleed-through, eliminating splitting problems associated with excessive membrane attachment to nailable decks. Excellent nail retention properties and resistance to uplift forces. Virtually eliminates wrinkling, resulting in fast, efficient applications.

**Non Porous Composition:** Allows the product to be used as a ply sheet in systems that employ cold process mastics such as JM BUR Adhesive.

**Fiber Glass Reinforcement Mat:** Low moisture, excellent dimensional stability and resistance to rot make it an ideal replacement for organic base sheets. Provides a solid dimensionally stable substrate for other roofing membrane components.

**Surfacing:** Fine mineral parting agent.



**System Compatibility** This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS		
	HA	CA	CA	HW	HA	CA	HW SA

Compatible with the selected Multi-Ply systems above

Single Ply	TPO		PVC*		EPDM		
	MF	FA	MF	FA	MF	FA	BA

Compatible with the selected Single Ply systems above\*

Key: HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened FA = Fully Adhered BA = Ballasted

\*Suitable as an intermediate ply in hot asphalt applied hybrid PVC fleece back membrane systems.

## Energy and the Environment

Pre-Consumer Recycled Content	0%
Post-Consumer Recycled Content	0%

## Peak Advantage® Guarantee Information

Systems	Guarantee Term
Dependent on system	Up to 30 years

\*Contact JM Technical Services for specific system requirements or guarantee terms.

## Codes and Approvals



## Installation/Application



Hot Asphalt



Cold Applied



Mechanically Fastened

Refer to JM BUR application guides and detail drawings for instructions.

## Packaging and Dimensions

Roll Size	36" x 106' (914 mm x 32.31 m)
Roll Coverage	319 ft <sup>2</sup> (29.64 m <sup>2</sup> )
Roll Weight	85 lb (38.6 kg)

Refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling (800) 922-5922 or on the Web at [www.jm.com/roofing](http://www.jm.com/roofing).

This is a standard product in Region 3 only.





# GLASBASE® PLUS

Fiber Glass-Reinforced,  
BUR Lightly Modified Bitumen Base or Ply Sheet

Meets the requirements of ASTM D 4601, Type II

## Tested Physical Properties

Physical Properties		ASTM Test Method	Standard Type II	GlasBase Plus
Strength	Breaking Strength @ 73.4° F, (min) (lb/in)			
	Longitudinal (with fiber grain)	D 146	≥ 44	76
	Transverse (across fiber grain)	D 146	≥ 44	52
	Pliability at 77° F (pass/fail) 90° around 1" mandrel @ 77° F, (pass/fail)	D4601	No Failures	Pass
Performance	Net Dry Mass - Coated Sheet, (min) (lb/100ft <sup>2</sup> ) Individual Roll	D 228	≥ 14.5	26.3
	Mass per Area of Desaturated Glass Felt (lb/100ft <sup>2</sup> )	D 228	≥ 1.7	1.9
	Moisture at Point of Manufacture, (max) (%) <sup>1</sup>	D 146	≤ 1.0	0.3
	Surfacing and Stabilizer, (max) (%)	D 228	≤ 65	62
	Asphalt, (min) (lb/100ft <sup>2</sup> )	D 228	≥ 7.0	9.4
	Ash - glass mat only, (%)	D 228	70 – 88	74
Installation	Unrolling @ 40° F and 140° F, (pass/fail)	D 4601	No Damage	Pass

1. Moisture (As Received) was utilized in lieu of Moisture at Point of Manufacture





# RETROPLUS™ ROOF BOARD

High-Density Perlite-Based Cover Board

**Meets the requirements of ASTM C 728, Type 3**

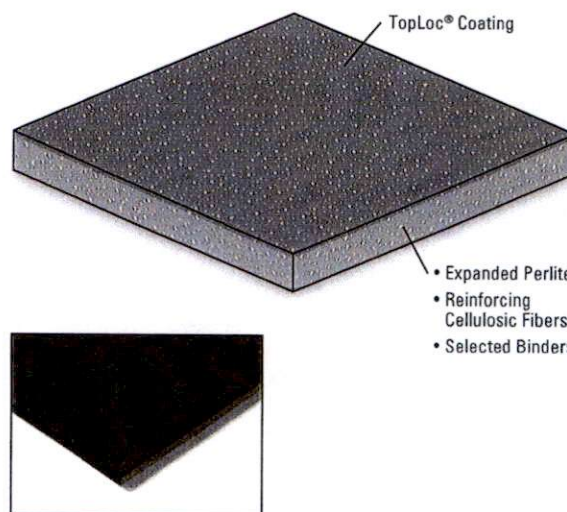
## Features

**TopLoc® Coating:** Top surface is sealed with this special coating to reduce excessive adhesive absorption in hot-asphalt and cold applied roofing systems, and to provide a strong surface for bonding bituminous membranes.

**Expanded Perlite:** Provides good dimensional stability, excellent insulation value with stable R-value and superior fire resistance.

**Reinforcing Cellulosic Fibers:** Consists of recycled newsprint to provide strength to the board as well as high recycled content. JM utilizes third party certification by UL environment to certify the recycled content and contributes to the LEED Materials and Resource (MR) credit 4.

**High Density:** Provides additional strength and durability over 1/2" Retro-Fit Board with low moisture content and water resistance compared to wood fiber board.



Component
<b>B</b> Cover Board
Multi-Ply Single Ply
Type
<b>PL</b> Perlite
<b>LT</b> Low Thermal
<b>HD</b> High Density

**System Compatibility** This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS			
	HA	CA	CA	HW	HA	CA	HW	SA
Compatible with the selected Multi-Ply systems above								

Single Ply	TPO			PVC			EPDM		
	MF	AD	SA	MF	AD	IW	MF	AD	BA
Compatible with the selected Single-Ply systems above									

Key: HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened IW = Induction Weld BA = Ballasted AD = Adhered

## Energy and the Environment

LEED®	Recycled Content	40% average For post and pre-consumer recycled content percentages, visit the RetroPlus Roof Board product page on the JM roofing Web site.
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## Installation/Application



Refer to the Application Guides and Detail Drawings for instructions.

## Peak Advantage® Guarantee Information

Systems	Guarantee Term*
When used in most 2-5 ply multi-ply and single ply fully adhered and ballasted systems	10, 15 or 20 years
When used in single ply, mechanically fastened systems	10 and 15 years

\* Contact JM Technical Services for specific systems or terms over 20 years.

## Codes and Approvals



## Packaging and Dimensions

Sizes	4' x 4' (1.22 m x 1.22 m)	4' x 8' (1.22 m x 2.44 m)
Thickness, nom	1/2" (1.27 cm)	
Board Weight, nom	9.9 lb (4.54 kg)	19.8 lb (9.07 kg)
Coverage/Pallet	15.4 squares (143 m²)	30.8 squares (285 m²)
Boards/Pallet	96	96
Pallet Weight (lbs)	950	1,900
Pallets per Truck*	48	24
Producing Location	Rockdale, IL	

\* Assumes 48' flatbed truck.





# RETROPLUS™ ROOF BOARD

High-Density Perlite-Based Cover Board

Meets the requirements of ASTM C 728, Type 3

## Typical Physical Properties

Test	ASTM	RetroPlus Roof Board
<b>Strength</b>	Board Density, pcf (kg/m³), <i>nom</i>	14.5 (225)
	Compressive Strength 5% Consolidation, psi (kPa), <i>nom</i>	60 (414)
	Laminar Tensile Strength, psi (kPa), <i>nom</i>	16 (110)
	Flexural Strength, psi (kPa), <i>nom</i>	225 (1,551)
	Break Load, lbs (kg), <i>nom</i>	10 (4.54)
<b>Moisture</b>	Moisture Content, wt%, <i>nom</i>	2.0
	Water Absorption, % by vol, <i>max</i>	3.5
<b>Installation</b>	Linear Expansion, % <i>max</i>	0.5
	Weight per ft², lbs, <i>nom</i>	0.6

## Thermal Performance

Thickness		Nominal R-Value (Resistance)	
in.	mm	(hr•ft²•°F)/BTU	m²•°C/W
½	13	1.30	0.22
Test	ASTM	RetroPlus Board	
Flame Spread	E 84	35	
Smoke Developed	E 84	10	





# GlasPly® Premier

Premium Fiber Glass-Reinforced,  
Asphalt-Coated Ply Sheet VI

## Material meets the requirements of ASTM D 2178, Type VI

### Features and Components

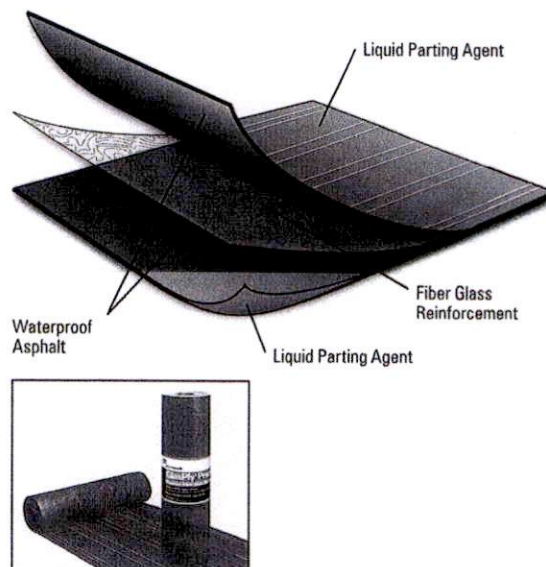
GlasPly Premier is intended for use as an interply in any built up roofing or modified bitumen roofing system.

**Excellent Porosity:** Allows the product to readily accept hot asphalt and disperse it throughout the entire felt, to stabilize the asphalt after cooling.

**Asphalt Impregnated, Fiber Glass Reinforcement Mat:** Delivers high tensile strength to resist splitting that can be caused by rooftop stresses. Low moisture, excellent dimensional stability and resistance to rot make it an ideal replacement for organic ply sheets. Provides a solid dimensionally stable substrate for other roofing membrane components.

**Laying Lines:** Before the product is wound into rolls, it is imprinted with laying lines on the top surface so the roofing mechanic can install the felt with the proper exposure and provide the correct number of plies.

**Surfacing:** Liquid parting agent eliminates sticking when the felt is unrolled.



Component
<b>M</b>
Membrane
Multi-Ply
Single Ply
Type
<b>PS</b>
Ply Sheet

## System Compatibility This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR*		APP*		SBS*			
	HA	CA	CA	HW	HA	CA	HW	SA
Compatible with the selected Multi-Ply systems above								

Single Ply	TPO		PVC**		EPDM			
	MF	FA	MF	FA	MF	FA	BA	BA
Compatible with the selected Single Ply systems above								

Key: HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened FA = Fully Adhered BA = Ballasted

\*Suitable as an intermediate ply set in hot asphalt for HA, CA, or HW SBS, APP or BUR membranes.

\*\*Suitable as an intermediate ply in hot asphalt applied hybrid PVC fleece back membrane systems.

## Energy and the Environment

Pre-Consumer Recycled Content	0%
Post-Consumer Recycled Content	0%

## Peak Advantage® Guarantee Information

Systems	Guarantee Term
Dependent on system	Up to 30 years

\*Contact JM Technical Services for specific system requirements or guarantee terms.

## Codes and Approvals



## Installation/Application



Hot Asphalt

- Refer to JM BUR application guides and detail drawings for instructions

## Packaging and Dimensions

Roll Size	36" x 177' (914 mm x 53.95 m)
Roll Coverage (net)	500 ft² (46.45 m²)
Roll Coverage (gross)	531 ft² (49.33 m²)
Roll Weight (nom)	34 lb (15.4 kg)
Rolls per Pallet	25
Pallets per Truck*	48

\*Assumes 48' flatbed truck.

Refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling (800) 922-5922 or on the Web at [www.jm.com/roofing](http://www.jm.com/roofing).



# GlasPly® Premier

Premium Fiber Glass-Reinforced,  
Asphalt-Coated Ply Sheet VI

Material meets the requirements of ASTM D 2178, Type VI

## Tested Physical Properties

Physical Properties		ASTM Test Method	Standard Type II	GlasPly Premier
Strength	Breaking Strength @ 73.4° F, (min) (lbf/in)			
	Longitudinal (with fiber grain)	D 146	≥ 60	70
	Transverse (across fiber grain)	D 146	≥ 60	61
	Pliability			
	Longitudinal (with fiber grain)	D 2178	No Failures	Pass
	Transverse (across fiber grain)	D 2178	No Failures	Pass
Performance	Net Dry Mass - Asphalt Glass Felt, (lb/100ft²) – Individual Roll	D 228	≥ 6.0	7.0
	Mass per Area of Desaturated Glass Felt, (lb/100ft²)	D 228	≥ 1.7	1.99
	Moisture at Point of Manufacture, (max) (%) – As Received	D 146	≤ 1.0	0.6
	Bituminous Saturant (Asphalt), (lb/100ft²)	D 228	≥ 3.0	4.6
	Ash, (%)	D 228	70 – 88	77
Installation	Unrolling @ 50° F and 140° F, (pass/fail)	D 2178	No Damage	Pass





# GlasKap® CR G

Fiber Glass-Reinforced,  
BUR Reflective Mineral-Surfaced, Cool Roof Cap or Flashing Sheet

Meets the requirements of ASTM D 3909

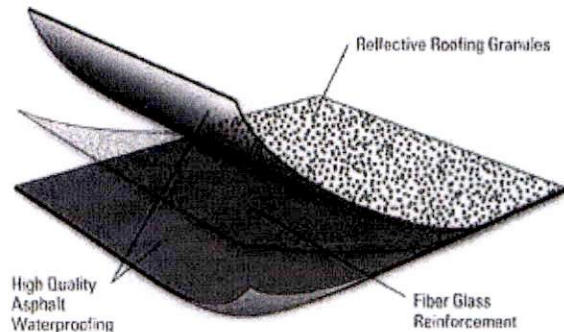
## Features and Components

GlasKap CR G is intended to be used as a cap or flashing sheet in built up roofing systems.

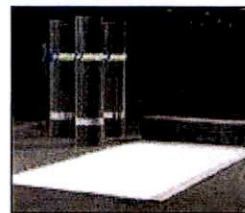
**Reflective Roofing Granules:** Specifically engineered for high reflectivity, durability and optimal embedment in the BUR asphalt sheet.

**High-Quality Asphalt Coating:** Lends elasticity and flexibility to the sheet and provides waterproofing value.

**Fiber Glass Reinforcement Mat:** Low moisture, excellent dimensional stability and resistance to rot make it an ideal replacement for organic cap sheets.



Component
<b>M</b> Membrane
Multi-Ply
Type
<b>CS</b> Cap Sheet
<b>FL</b> Flashing



Colors: Bright white only

**System Compatibility** This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS				
	HA	CA	HW	HA	CA	HW	SA	MF	

*Compatible with the selected multi-ply systems above*

Single Ply	TPO				PVC			EPDM		
	MF	AD	SA	IW	MF	AD	IW	MF	AD	BA

*Do not use with single ply systems*

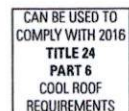
Key: HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened IW = Induction Weld BA = Ballasted AD = Adhered

## Energy and the Environment

CRRG**	Test	Initial	3-Year Aged**
	Reflectivity (ASTM C 1549)	0.72	0.64
	Emissivity (ASTM C 1371)	0.90	0.90
Rated Product ID: 0662-0042b Licensed Manufacturer ID: 0662 Classification: Production Line			
LEED*	SRI (ASTM E 1980)	89	78
	Recycled Content	0%	

\* Cool Roof Rating Council ratings are determined for a fixed set of conditions, and may not be appropriate for determining seasonal energy performance. The actual effect of solar reflectance and thermal emittance on building construction may vary. Manufacturer of product stipulates that these ratings were determined in accordance with the applicable Cool Roof Rating normal procedures.

\*\* Tested in accordance with Rapid Ratings D7897.



## Peak Advantage® Guarantee Information

Systems	Guarantee Term
Dependent on system	Up to 20 years

\*Contact JM Technical Services for specific system requirements or guarantee terms.

## Codes and Approvals



• UL® Class A and FM Global® fire approvals

## Installation/Application



- When installing GlasKap CR G, it is important that the mopping asphalt be at the appropriate temperature: 20°F (11°C) above the asphalt's EVT is recommended
- Refer to JM BUR application guides and detail drawings for instructions

## Packaging and Dimensions

Roll Width	36" (914 mm)
Roll Length	36' (10.97 m)
Roll Coverage*	101 ft² (9.38 m²)
Roll Weight	72 lb (32.6kg)
Rolls per Pallet	30
Pallets per Truck**	21

\*Assumes 2" side lap and 4" end lap.

\*\*Assumes 48' flatbed truck.

Refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling (800) 922-5922 or on the Web at [www.jm.com/roofing](http://www.jm.com/roofing).

RS-2368 7-19 (Replaces 2-19)



# GlasKap® CR G

Fiber Glass-Reinforced,  
BUR Reflective Mineral-Surfaced, Cool Roof Cap or Flashing Sheet

Meets the requirements of ASTM D 3909

## Tested Physical Properties

Physical Properties		ASTM Test Method	Standard for ASTM D 3909 (Min)	GlasKap CR G
Mass	Average Mass per Roll, Exclusive of Wrapping and Packaging Material ( <i>min</i> ): 2-in. Selvage	D 228	≥ 68 lb	72 lb (32.6 kg)
	Mass Per Unit Area of Mineral-surfaced Sheet ( <i>min</i> )	D 228	≥ 63.2 lb/100ft <sup>2</sup>	69 lb/100ft <sup>2</sup>
	Mass Per Unit Area of Desaturated Glass Felt ( <i>min</i> )	D 228	≥ 1.7 lb/100ft <sup>2</sup>	1.85 lb/100ft <sup>2</sup> (90 g/m <sup>2</sup> )
	Mass Per Unit Area of Mineral Matter Passing a 0.132 in. (3.35 mm) (No. 6) Sieve and Retained on a 212 µm (No. 70) Sieve ( <i>min</i> )	D 228	≥ 24 lb/100ft <sup>2</sup>	24 lb/100ft <sup>2</sup>
	Mass of Mineral Matter Passing a 212 µm (No. 70) Sieve Based on Mass of Coating Asphalt and Mineral Matter Passing the 212 µm (No. 70) Sieve ( <i>max</i> )	D 228	≤ 55%	55%
Moisture	Moisture at Point of Manufacture ( <i>max</i> )	D 95	1.0%	≤ 1.0%



### Features and Components

Termination Bars are 1.34" (3.4 cm) wide, extruded, pre-punched aluminum strips.

Anchor Discs are 2" (5.1 cm) diameter, round, Galvalume®-coated steel discs.

Masonry Nail-In Anchors are one-piece zinc anchors designed for fastening to concrete or masonry walls.

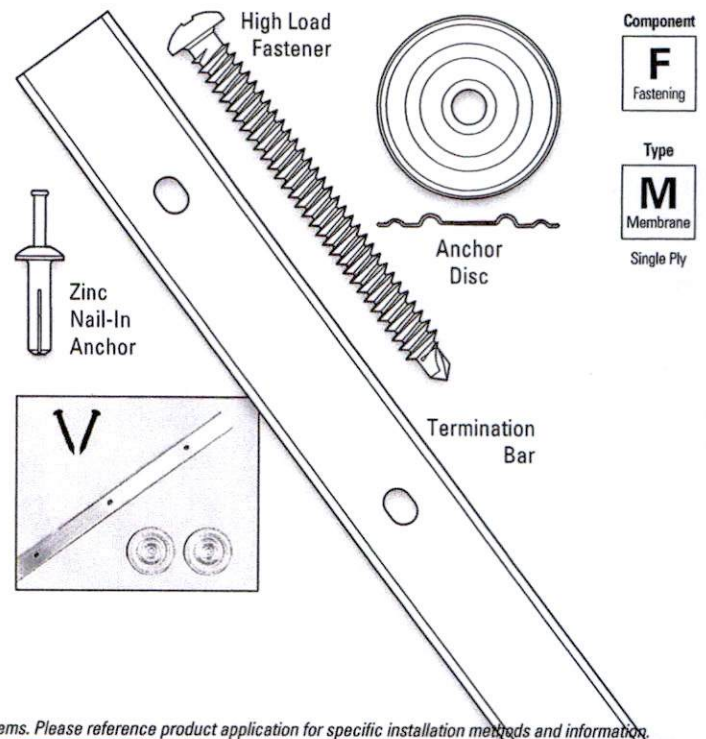
**Use:** Membranes

**Materials:** High Load Fasteners - Corrosion-Resistant Steel  
Zinc Nail-In Anchors - Zinc-Coated Steel  
Anchor Discs - Galvalume  
Termination Bars - Extruded Aluminum

**Color:** Various

**Deck Types:** High Load Fasteners - Wood and 18-24 Gauge Metal  
Zinc Nail-In Anchors - Concrete and Masonry

\* Galvalume is a registered trademark of BIEC International, Inc. and some of its licensed producers.



**System Compatibility** This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS			
	HA	CA	CA	HW	HA	CA	HW	CA
Do not use in Multi-Ply systems								

Single Ply	TPO		PVC		EPDM			
	MF	FA	MF	FA	MF	FA	BA	
Use to fasten Membranes in all Single Ply systems								

**Key:** HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened FA = Fully Adhered BA = Ballasted

### Peak Advantage® Guarantee Information

Systems
Approved to use with any Peak Advantage Guarantee

### Codes and Approvals



### Installation/Application

**Termination Bar:**

- Secure with JM High Load Fastener or Zinc Nail-In Anchor

**Zinc Nail-In Anchor:**

- Predrill a 1/4" hole, 1 3/4" deep
- Install anchor using a hammer

### Packaging and Dimensions

Item	Sizes	Quantity/Container
Fasteners	1 1/4" (3.18 cm) length	1,000/pail
Nail-In Anchors	1 1/4" (3.18 cm) length 1/4" (6.35 mm) diameter	1,000/box
Anchor Discs	2" (5.1 cm) diameter	1,000/box
Termination Bars	1 3/8" (3.4 cm) width 10' (3.05 m) length	50/tube 500' (152.4 m)/tube
Producing Locations*	Agawam, MA Cleveland, OH Itasca, IL	

\* The point of manufacture for fasteners and plates varies depending on the specific part. Call your local JM sales professional for assistance.



### Features and Components

**The High Load Fastener** is a blue, corrosion-resistant #15 fastener with a #3 Phillips head, and a drill point designed for quick installation in new or re-roof applications.

**The High Load LH Fastener** is a Grey, #15 fastener with a larger #3 Phillips head, and a drill point designed for quick installation in new or re-roof applications.

**Use:** Membranes

**Material:** Carbon Steel

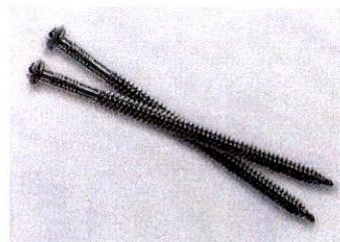
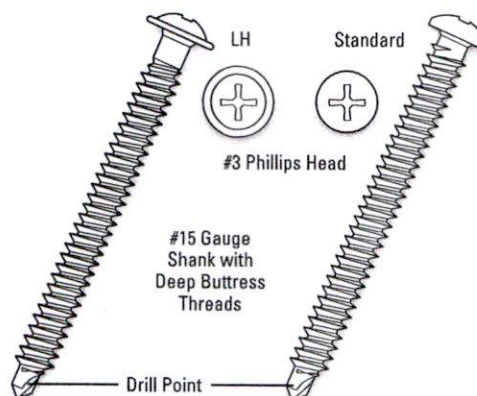
**Gauge:** #15

**Head:** #3 Phillips head

**Colors:** High Load Fastener - Blue  
High Load LH Fastener - Grey

**Deck Type:** Wood or 18 - 24 gauge (1.25 mm - 0.56 mm) Steel

**Coating:** CR-10 corrosion resistant factory applied coating passes the corrosion requirements of FM 4470 and ETAG 006



Component



Type



Multi-Ply  
Single Ply

**System Compatibility** This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR	APP		SBS				MF
	HA	CA	HW	HA	CA	HW	SA	

Compatible with the selected Multi-Ply systems above

Single Ply	TPO			PVC			EPDM		
	MF	AD	SA	IW	MF	AD	IW	MF	AD

Compatible with the selected Single Ply systems above

**Key:** HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened IW = Induction Weld BA = Ballasted AD = Adhered

### Energy and the Environment

Recycled Content	This steel based product contains a minimum of 25% post consumer recycled materials by weight
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### Peak Advantage® Guarantee Information

Systems
Approved to use with any Peak Advantage Guarantee

### Codes and Approvals\*



\*Fastener approvals are based on system approvals

### Installation/Application

Steel deck: minimum 3/4" penetration

Wood deck: minimum 1" penetration

### Packaging and Dimensions

Standard Fastener Sizes	Quantity per Container*
1 1/4", 2" to 5" (3.2 cm, 5.1 to 12.7 cm)	1,000/pail
6" to 14" (15.2 to 35.6 cm)	500/pail or ≥ 8" 500/box
16" to 20" (40.6 to 50.8 cm)	250/box
22" (55.9 cm) and 24" (61 cm)	125/box
LH Fastener Sizes	
1 1/4", 2" to 4" (3.2 cm, 5.1 to 10.2 cm)	1,000/pail
5" to 8", 10", 12" (12.7 to 20.3 cm, 25.4 cm, 30.5 cm)	500/pail
Producing Locations**	Agawam, MA and Itasca, IL

\* A bit is provided in each pail.

\*\*The point of manufacture for fasteners varies depending on the specific part. Call your local JM sales professional for assistance.



**Meets the requirements of ASTM D 41, Type II**

## Features and Components

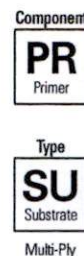
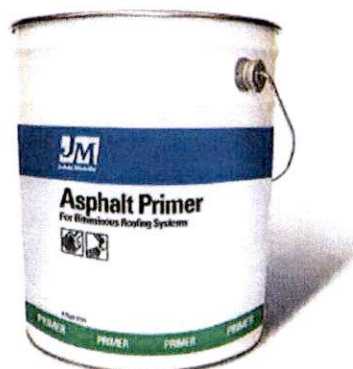
**Use:** Used to prepare substrates prior to the application of hot asphalt or cold adhesives in BUR, SBS and APP modified bitumen roofing systems. Do not use Asphalt Primer as a finish coat on roofs.

**Type:** One-part, specification grade, penetrating priming solution.

**Substrates:** Compatible with concrete; gypsum; masonry; block; brick; and metal surfaces.

**Color:** Black

**Features:** Low VOC and sprayable.



**System Compatibility** This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS			
	HA	CA	CA	HW	HA	CA	HW	SA
Used to prime Substrates in all Multi-Ply systems								

Single Ply	TPO		PVC		EPDM		
	MF	FA	MF	FA	MF	FA	BA
Do not use in Single Ply systems							

**Key:** HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened FA = Fully Adhered BA = Ballasted

## Energy and the Environment

Maximum VOC	< 350 g/l (calculated)
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## Physical Properties

Property	Asphalt Primer
Consistency @ 77°F (25°C)	Spray Grade

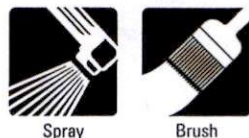
## Codes and Approvals



## Precautions

Johns Manville Asphalt Primer is a combustible material and should be shipped and stored away from open flames, heat or sources of ignition. Keep all pails tightly sealed while in storage. It should be used only in well-ventilated areas. It may cause eye, skin and respiratory irritation, and is harmful or fatal if swallowed. Avoid contact with skin. Use impervious clothing and rubber gloves to avoid prolonged or repeated contact with skin. Read the container label and follow all safety instructions.

## Installation/Application



- Apply between 40° and 100° F (4° and 38° C)
- All surfaces must be swept clean and free from oil, grease, rust, scale, loose paint and dirt.
- Stir in the container before applying. Apply using a brush or commercial grade spray equipment. Do Not Thin.

## Clean-Up and Disposal

All equipment can be cleaned with mineral spirits. Use care when handling solvents. Clean hands with waterless hand cleaner.

## Packaging and Coverage

Container Sizes	4.75 gal (17.9 l) pail
Coverage Rate*	1/2 to 1 gal/100 ft² (0.41 to 0.61 l/m²)

\* Coverage, open and dry time rates can vary dramatically depending on the particular substrate and environmental conditions. Coverage rates stated herein are approximate only. If FM Global® or UL® approval is required, consult specific RoofNav<sup>SM</sup> or the UL Certifications Directory for specific application rates.

## Storage

Shelf Life	24 months from manufacture date
Storage Conditions	Clean, dry, indoor environment in an unopened or tightly sealed container
Temperature Range	60°F to 80°F (16°C to 27°C) - Protect from freezing



## Features and Components

- Use:** To seal JM Single Ply membranes to terminations and other penetrations.
- Type:** One-part, butyl polymer-based water cutoff mastic.
- Substrates:** Compatible with wood, concrete, metal, plastic, and other substrates for water penetration prevention.
- Color:** Grey



Component

**SE**  
Sealant

Type

**M**  
Membrane

**FL**  
Flashing

Single Ply

**System Compatibility** This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS		
	HA	CA	CA	HW	HA	CA	HW SA
Do not use in Multi-Ply systems							

Single Ply	TPO		PVC		EPDM		
	MF	FA	MF	FA	MF	FA	BA
Used to seal Membranes all Single Ply systems							

**Key:** HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened FA = Fully Adhered BA = Ballasted

## Energy and the Environment

Maximum VOC	108 g/l (EPA Method 24)
This product may be used in jurisdictions limiting VOC (volatile organic compounds) content of single ply roofing adhesive to no greater than 250 g/l.	

## Physical Properties

Property	JM Single Ply Sealing Mastic
Weight per Unit (approx)	10.42 lb/gal (1.25 kg/l)
Specific Gravity	1.45
ButylPolymer/Solids	82% (min)
Solvents	18% (max)

Note: Typical values should not be construed as guaranteed analysis of any specific lot or as specification items.

## Precautions

*Johns Manville Single Ply Sealing Mastic is a combustible material and should be shipped and stored away from open flames, heat or sources of ignition. It should be used only in well-ventilated areas. It may cause eye, skin and respiratory irritation, and is harmful or fatal if swallowed. Avoid contact with skin. Use impervious clothing and rubber gloves to avoid prolonged or repeated contact with skin. Read the container label and follow all safety instructions.*

## Installation/Application



Bead

- Apply when the ambient and substrate temperature is 40°F (5°C) and rising.
- Do not use in applications where the caulk is exposed to direct ultraviolet rays.
- Refer to the application instructions guidelines for proper utilization of this sealant.

## Packaging and Coverage

Container Size	Box of twelve 11 oz (325.31 ml) tubes
Shipping Weight (approx.)	15 lb (6.8 kg)/box
Boxes per Pallet	105
Coverage Rate* (approx.)	15 lin ft (4.57 lin m) per tube

\* Coverage, open and dry time rates can vary dramatically depending on the particular substrate and environmental conditions. Coverage rates stated herein are approximate only.

## Storage

Shelf Life	12 months from manufacture date
Storage Conditions	Clean, dry, indoor environment, out of direct sunlight, in an unopened container
Temperature Range	40°F – 90°F (4.4°C – 32°C) - Protect from freezing



Meets the requirements of ASTM D 6163, Type I, Grade S

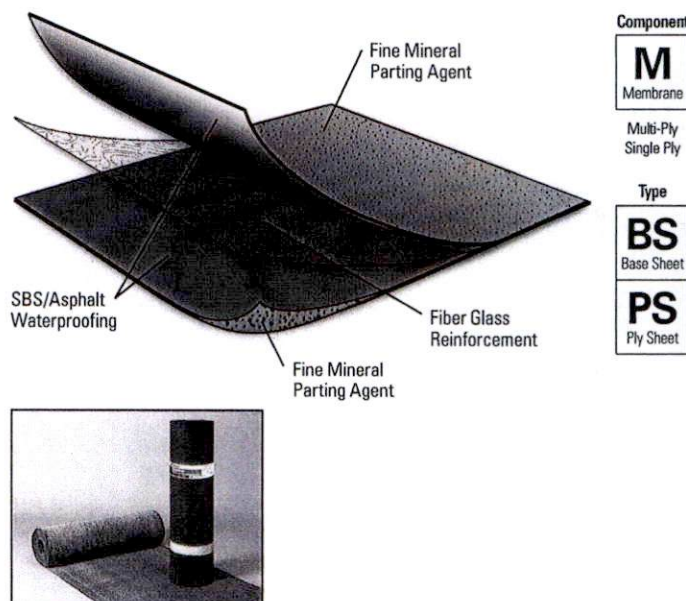
## Features and Components

DynaBase is used as a fiber glass-reinforced base or ply sheet in a variety of multi-ply roofing systems.

**High-Quality SBS Rubber and Asphalt Blend:** Lends elasticity and flexibility to the sheet. The elongation and recovery properties allow the product to easily accommodate the continual expansion and contraction experienced on all roofs.

**Fiber Glass Reinforcement Mat:** Offers excellent dimensional stability and tensile strength and withstands differential movement. Because it has no thermal memory less time is needed to relax the sheet, allowing for ease of installation. The fiber glass mat also has good lay-flat characteristics, contributing to better aesthetics.

**Surfacing:** Fine mineral parting agent on both sides of the sheet.



**System Compatibility** This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS			
	HA	CA	CA	HW	HA	CA	HW	SA

Compatible with the selected Multi-Ply systems above

Single Ply	TPO		PVC		EPDM		
	MF	FA	MF	FA	MF	FA	BA

Compatible with the selected Single Ply systems above

**Key:** HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened FA = Fully Adhered BA = Ballasted

## Energy and the Environment

Pre-Consumer Recycled Content	0%
Post-Consumer Recycled Content	0%

## Peak Advantage® Guarantee Information

Systems	Guarantee Term
When used in most 2-5 ply JM SBS systems.*	Up to 30 years

\*Contact JM Technical Services for specific system requirements or guarantee terms.

## Codes and Approvals



## Product Application



- May be used as backer ply in two-ply flashing systems
- May be installed in Type IV asphalt, or in an approved JM adhesive
- Laps may also be installed using heat-welding techniques
- No in-lap fastening
- Refer to JM SBS modified bitumen specifications and detail drawings for application and slope information
- When used as a cap sheet, the use of an approved surfacing is required

## Packaging and Dimensions

Roll Coverage*	148.2 ft² (13.8 m²)
Roll Length	49' 2" (14.99 m)
Roll Width	39 3/8" (1 m)
Rolls per Pallet	20
Pallet Weight	2,050 lb (930 kg)
Pallets per Truck**	22

\*Assumes a 4" side lap \*\*Assumes 48' flatbed truck.

Refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling (800) 922-5922 or on the Web at [www.jm.com/roofing](http://www.jm.com/roofing).



**Meets the requirements of ASTM D 6163, Type I, Grade S**

**Tested Physical Properties**

Physical Properties			ASTM Test Method	Standard for ASTM D 6163, Type I, Grade S (Min.)	DynaBase	
					MD*	XMD**
Strength	Tensile Tear		D 5147	35 lbf (156 N)	100 lbf (445 N)	80 lbf (356 N)
	Peak Load at 0°F (-18°C)		D 5147	70 lbf/in (12.3 kN/m)	105 lbf/in (18.4 kN/m)	95 lbf/in (16.6 kN/m)
	Peak Load at 73.4°F (23°C)		D 5147	30 lbf/in (5.3 kN/m)	65 lbf/in (11.4 kN/m)	50 lbf/in (8.8 kN/m)
Longevity	Low Temp. Flexibility	Unconditioned	D 5147	0°F (-18°C)	-30°F (-34°C)	
		90-Day Heat Conditioned	D 5147	0°F (-18°C)	-30°F (-34°C)	
	Compound Stability		D 5147	215°F (102°C)	250°F (121°C)	
	Thickness		D 5147	80 mil (2.0 mm)	91 mil (2.3 mm)	
	Elongation at Peak Load at 0°F (-18°C)		D 5147	1%	5%	5%
	Elongation at Peak Load at 73.4°F (23°C)		D 5147	2%	4%	4%
	Ultimate Elongation at 73.4°F (23°C)		D 5147	3%	30%	35%
Aged Performance	90-Day Heat-Conditioned Peak Load at 0°F (-18°C)		D 5147	70 lbf/in (12.3 kN/m)	120 lbf/in (21.0 kN/m)	105 lbf/in (18.4 kN/m)
	90-Day Heat-Conditioned Elongation at Peak Load at 0°F (-18°C)		D 5147	1%	4%	4%
	90-Day Heat-Conditioned Peak Load at 73.4°F (23°C)		D 5147	30 lbf/in (5.3 kN/m)	90 lbf/in (15.8 kN/m)	80 lbf/in (14.0 kN/m)
	90-Day Heat-Conditioned Elongation at Peak Load at 73.4°F (23°C)		D 5147	2%	3%	3%
	90-Day Heat-Conditioned Ultimate Elongation at 73.4°F (23°C)		D 5147	3%	4%	4%
Installation	Dimensional Stability		D 5147	0.5%	0.1%	0.1%
	Net Mass per Unit Area		D 146	45 lb/100 ft² (20 kg/9.29 m²)	51 lb/100 ft² (23 kg/9.29 m²)	
	Roll Weight		D 146	N/A	83 lb (38 kg)	

\*MD = Machine Direction

\*\*XMD = Cross-Machine Direction

Note: All data represents tested values.

**Supplemental Testing**

Physical Properties		ASTM Test Method	DynaBase Result
Cyclic Joint Displacement	Initial	D 5849	Pass at 500 cycles*
	After 90-Day Heat Conditioning per ASTM D 5147	D 5849	Pass at 200 cycles*
	After 180-Day Heat Conditioning per ASTM D 5147	D 5849	Pass at 200 cycles**

\*In a min 2-ply system when adhered with any combination of cold applied, hot applied and or heat-weld that is approved by JM for application.

\*\*When adhered to DynaGlas FR or DynaGlas FR CR in hot asphalt.



## Fiber Glass/Polyester-Reinforced, SBS Mineral-Surfaced Flashing Sheet

Meets or exceeds the criteria for ASTM D 6221, Type I, Grade G

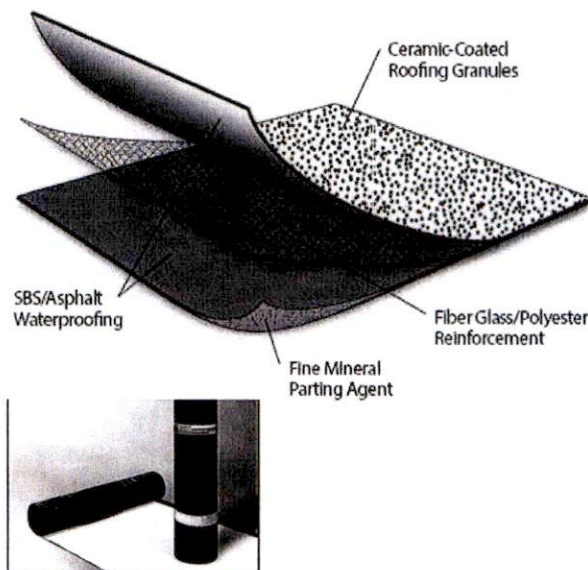
### Features and Components

DynaFlex is used as a fiber glass/polyester reinforced cap flashing membrane in a variety of multi-ply roofing systems.

**Ceramic-Coated Roofing Granules:** Specifically engineered for optimal embedment in the SBS-blend sheet. The ceramic coating promotes excellent long-term adhesion.

**High-Quality SBS Rubber and Asphalt Blend:** Lends elasticity and flexibility to the sheet. The elongation and recovery properties allow the product to easily accommodate the continual expansion and contraction experienced on all roofs.

**Fiber Glass/Polyester Reinforcement Mat:** Combines the excellent tensile strength, toughness and puncture resistance of a polyester mat with the dimensional stability and lay-flat characteristics of fiber glass.



**System Compatibility** This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS			
	HA	CA	CA	HW	HA	CA	HW	SA

Compatible with the selected Multi-Ply systems above

Single Ply	TPO		PVC		EPDM		
	MF	FA	MF	FA	MF	FA	BA

Do not use with Single Ply systems

Key: HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened FA = Fully Adhered BA = Ballasted

### Energy and the Environment

Test	Initial	3-Year Aged
Reflectivity* (ASTM C 1549)	0.26	0.27
Emissivity* (ASTM C 1371)	0.87	0.84
Solar Reflectance Index* (SRI) - E 1980	25	25
Pre-Consumer Recycled Content	0%	
Post-Consumer Recycled Content	0%	

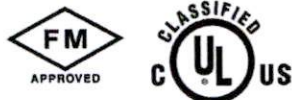
\*Standard White Granule only

### Peak Advantage® Guarantee Information

Systems	Guarantee Term
When used in most 2-5 ply JM SBS systems.*	Up to 30 years

\*Contact JM Technical Services for specific system requirements or guarantee terms.

### Codes and Approvals



### Product Application



- May be installed in Type IV asphalt or in an approved JM adhesive
- Laps may be installed using heat-welding techniques
- Refer to JM SBS modified bitumen specifications and detail drawings for application and slope information

### Packaging and Dimensions

Roll Coverage*	75 ft² (6.97 m²)
Roll Length	25' (7.62 m)
Roll Width	36" (0.91 m)
Roll Weight	81 lb (36.7 kg)
Rolls per Pallet	20
Pallet Weight	1,750 lb (794 kg)
Pallets per Truck**	22

\*Assumes a 4" side lap \*\*Assumes 48' flatbed truck.





# DYNAFLEX®

Fiber Glass/Polyester-Reinforced,  
SBS Mineral-Surfaced Flashing Sheet

Meets or exceeds the criteria for ASTM D 6221, Type I, Grade G

## Tested Physical Properties

Physical Properties		ASTM Test Method	Standard for ASTM D 6221, Type I (Min.)	DynaFlex	
				MD*	XMD**
Strength	Peak Tear Resistance	D 5601	1.8 lbf (8 N)	30 lbf (133 N)	46 lbf (205 N)
	Peak Load at 73.4°F (23°C)	D 2523	55 lbf (24.9 kgf)	127 lbf (58 kgf)	132 lbf (60 kgf)
Longevity	Low Temp. Flexibility	D 5683	No Cracks @ 40°F (4.4°C)	No Cracks	
	Thickness	D 751	130 mil. (3.3 mm)	152 mil (3.9 mm)	
Installation	Dimensional Stability	D 5147	N/A	0.2%	0.2%
	Net Mass per Unit Area	D 228	70 lb/100 ft² (32 kg/9.29 m²)	104 lb/100 ft² (47.2 kg/9.29 m²)	
	Roll Weight	D 146	N/A	81 lb (36.7 kg)	

\*MD = Machine Direction

\*\*XMD = Cross-Machine Direction

Note: Material tested in accordance with ASTM D 5147 Standard Test Methods for Sampling and Testing Modified Bituminous Sheet Materials.



Meets the requirements of ASTM D 6083

## Features and Components

**Use:** As a reflective top coat over a variety of substrates, including smooth or mineral surfaced asphalt-based systems, single ply and metal roofs.

**Type:** One-part acrylic elastomeric roof coating.

**Color:** White, Tan, Safety Yellow

**Features:** 100% acrylic durability.

Energy savings.

Prolonged roof life.

Reduced life cycle costs.

Ideal for all climates, especially cold climates where temperatures may drop below 0°F.



Component

Coating

Type

**M**  
Membrane

Multi-Ply  
Single Ply

**System Compatibility** This product may be used as a component in the following systems. Please reference product application for specific installation methods and information.

Multi-Ply	BUR		APP		SBS			
	HA	CA	HW	HA	CA	HW	SA	MF
	Compatible with all multi-ply systems above							

Single Ply	TPO				PVC				EPDM	
	MF	AD	SA	IW	MF	AD	IW	MF	AD	BA
	Compatible with the selected single ply systems above									

**Key:** HA = Hot Applied CA = Cold Applied HW = Heat Weldable SA = Self Adhered MF = Mechanically Fastened IW = Induction Weld BA = Ballasted AD = Adhered

## Energy and the Environment

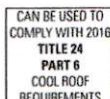
Color	Solar Reflectance		Thermal Emittance		SRI	
	Initial	3 Year	Initial	3 Year	Initial	3 Year
White	0.83	0.73	0.88	0.95	104	91
Tan	0.72	0.63	0.92	0.90	89	76

## Physical Properties

Property*		TopGard 5000
Weight	Solids by Volume	60% +/- 2%
	Solids by Weight	68% +/- 2%
	Weight	11.8 lb/gal (1.4 kg/l)
	Viscosity @ 77°F (25°C)	110 ± 10 ku
	Density	1.42 g/l
Strength	Non-volatiles (NVMs)	65% ± 1%
	1,000 hr Accelerated Weathering	no cracking or checking
	Tensile Strength	341.4 psi (2.35MPa)
	Elongation - initial/weathered	148% / 201%
	Low Temperature Flexibility after weathering	Pass 1/2" Mandrel at -15°F
	Dry Adhesion	8.5 pli
	Wet Adhesion	4.5 pli
	Tear Resistance	89.2 lbf/in (15.6 kM/m)
	Permeance (perms)	5.8
	Water Swelling	8.1%
	Fungi Resistance (zero = no growth)	Zero Rating

\*Tested in accordance to ASTM D 6083

## Codes and Approvals



## Installation/Application



Spray



Brush



Med. Nap Roller

- Apply when temperature is 50°F (10°C) and rising.
- TopGard 5000 must be used on conjunction with TopGard Base Coat over all substrates.
- Please refer to detailed installation instructions on next page.

## Packaging and Coverage

Container Sizes	5 gal (18.9 l) pail	55 gal (208 l) drum	275 gal (1,041 l) tote
Shipping Weight (approx.)	60 lb (27.2 kg)	673 lb (305.3 kg)	3,290 lb (1,492 kg)
Coverage Rate*			
Smooth-surfaced:	65 - 100 ft²/gal (1.6 - 2.5 m²/l)		
Mineral-surfaced:	50 - 75 ft²/gal (1.2 - 1.8 m²/l)		

\* Coverage, open and dry time rates can vary dramatically depending on the particular substrate and environmental conditions. Coverage rates stated herein are approximate only. If FM Global® or UL® approval is required, consult specific RoofNav™ or the UL Certifications Directory for specific application rates.

## Storage

Shelf Life	12 months from manufacture date (unopened pail)
Storage Conditions	Clean, dry, indoor environment in an unopened or tightly sealed container
Temperature Range	40°F – 100°F (4°C – 38°C) Protect from freezing

Refer to the Safety Data Sheet and product label prior to using this product. The Safety Data Sheet is available by calling (800) 922-5922 or on the Web at [www.jm.com/roofing](http://www.jm.com/roofing).





# TOPGARD® 5000

## Installation/Application Instructions

Apply when temperature is 50°F (10°C) and rising.

Can be used within 24 hours of roof membrane installation when used with TopGard Base, except when used over cold applied modified bitumen roofs. TopGard Base Coat should not be installed over a cold applied SBS or APP roof until the adhesive is fully cured.

When applying TopGard 5000, use a brush, roller or spray equipment. Make sure that all surfaces are clean, dry and free of any dirt, grease, oil or other debris that may interfere with proper adhesion. When using TopGard 5000 in conjunction with TopGard Base Coat, the TopGard Base Coat must be applied first at a 20 wet mil thickness and allowed to dry completely (normally 4-12 hours) prior to the application of the TopGard 5000. Each coat of TopGard 5000 should then be applied at a wet mil thickness of 20mils (0.02") and allowed to dry completely.

Do not apply TopGard 5000 within 24 hours of anticipated rain, dew or freezing temperatures. As with any coating, cooler temperatures and high humidity will slow the cure time.

## Precautions

*Avoid prolonged contact with skin • Avoid contact with eyes • Do not take internally • Keep container closed when not in use • Keep out of reach of children.*



CONTINENTAL MATERIALS, INC

Fasteners • Asphalt • Underlayments • APP • Fiberboard

*"Quality Manufactured  
Components...  
Making Construction  
Systems Perform Better  
Since 1958"*

**Hot Stuff™**

No-Smell™  
Roofing  
Asphalt

visit us at [www.continentalmaterials.com](http://www.continentalmaterials.com)

***"Why Mask  
The Odor...  
When You Can  
Encapsulate It!"***

- **No more odor complaints...** Patented No-Smell™ Asphalt Technology encapsulates the low-end asphaltenes (that produce odor) making the asphalt smell virtually undetectable to workers, building occupants, and neighbors
- **Eliminates scheduling hassles...** Roofing can be performed even if building is occupied
- **Superior to competitive technologies...** That only mask the odor (like using perfume) or that have an offensive smell
- **Meets or exceeds ASTM D312-16...** The industry standard for high quality asphalt for built-up roofing
- **Three packaging options...** Available in convenient cartons, LITE-PAK™, or bulk where available
- **Proven performance...** Independently tested to assure long term asphalt integrity
- **Ready to use...** The No-Smell™ is factory mixed to assure maximum effectiveness; no messy or dangerous additives need to be added at the kettle





# No-Smell™ Asphalt

*"Why Mask The Odor... When You Can Encapsulate It!"*

The only  
asphalt with  
**XyClene™**  
Odor Encapsulating  
Technology



## Cartons

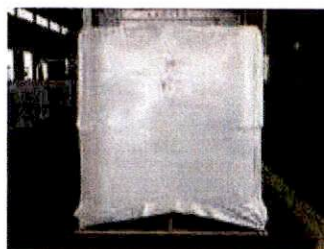
- **ASTM and EVT data on every carton...**  
Every carton is clearly marked for convenience
- **Weather Seal™ pallet cover...** Protects against ice, water, and debris for up to 6 months; also keeps the asphalt cartons cool (and pallets stable) in hot weather
- **Superior storability...** UV-resistant protective cover is perfect for the warehouse or at the job site



## Bulk

- **Improves productivity...**  
No time wasted melting packaged asphalt
- **Economical...**  
Less expensive to use (on a total acquisition cost basis) than packaged asphalt

Physical Properties/Specifications (All Hot Stuff™ asphalt meets or exceeds ASTM D312-16 requirements)									
	ASTM Test Method	Type I		Type II		Type III		Type IV	
		Min	Max	Min	Max	Min	Max	Min	Max
Softening Point	D-36	135	151	158	176	185	205	210	225
Flash Point (°F)	D-92	575	-	575	-	575	-	575	-
Penetration, Units:									
at 32°F	D-5	3	-	6	-	6	-	6	-
at 77°F	D-5	18	60	18	40	15	35	12	25
at 115°F	D-5	90	180	-	100	-	90	-	75
Ductility at 77°F, cm	D-113	10	-	3	-	2.5	-	1.5	-
% solubility in trichloroethylene	D-2042	99	-	99	-	99	-	99	-



*Weather Seal™ pallet cover protects against the elements for up to 6 months!*



## The Secret Behind Proprietary XyClene™ No-Smell Technology

Unlike cheap imitations, No-Smell™ Asphalt doesn't just contain a masking agent. Its proprietary XyClene™ formula is a true odor suppressant. It acts at the molecular level as an oxygen scavenger to retard the release of specific odor-causing compounds. The XyClene™ formula encapsulates asphaltenes, stopping the evaporation of lighter petroleum molecules and eliminating fumes. It is your best answer to asphalt roofing odors at the kettle, and more importantly, on the roof.



*"Quality Manufactured Components...  
Making Construction Systems Perform Better Since 1958"*

## No-Smell™ Asphalt



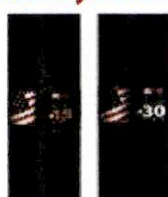
Virtually eliminates objectionable asphalt odors during the installation—so complaints from occupants and the neighbors disappear.

## Fiberboard



Your best choice for reliable performance in asphaltic or single ply roofing systems. It's even environmentally-friendly!

## Underlayments



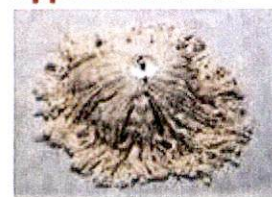
Top quality synthetic and asphaltic underlayments at prices you can afford—and with quality that you can rely on every day.

## Fasteners



Superior value has made us one of the largest and fastest-growing fastener suppliers in North America—for more than half a century!

## Application Tools



Ultra-high purity, 100% cotton mops deliver long-lasting performance and the perfect balance between cost and service life.





CONTINENTAL MATERIALS, INC

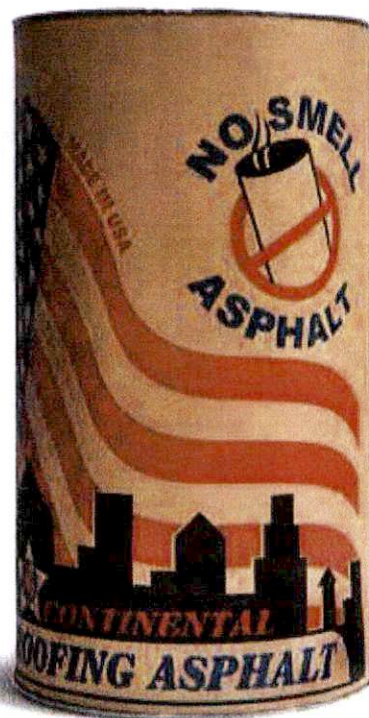
Fasteners • Asphalt • Underlayments • APP • Fiberboard

*"Quality Manufactured  
Components...  
Making Construction  
Systems Perform Better  
Since 1958"*

# No-Smell<sup>TM</sup> Roofing Asphalt

*"Why Mask  
The Odor...  
When You Can  
Encapsulate It!"*

- **No more odor complaints...** Patented XyClene<sup>TM</sup> Technology encapsulates the low-end asphaltenes (that produce odor) making the asphalt smell virtually undetectable to workers, building occupants, and neighbors
- **Eliminates scheduling hassles...** Roofing can be performed even if building is occupied
- **Superior to competitive technologies...** That only mask the odor (like using perfume) or that have an offensive smell
- **Meets or exceeds ASTM D312-16...** The industry standard for high quality asphalt for built-up roofing
- **Two packaging options...** Available in convenient cartons or bulk
- **Proven performance...** Independently tested to assure long term asphalt integrity
- **Ready to use...** The No-Smell<sup>TM</sup> is factory mixed to assure maximum effectiveness; no messy or dangerous additives need to be added at the kettle



visit us at [www.continentalmaterials.com](http://www.continentalmaterials.com)



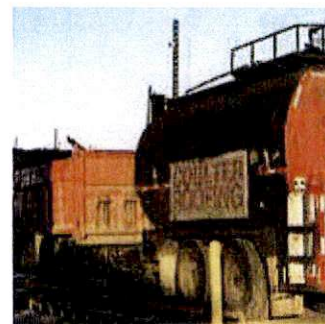
# No-Smell™ Asphalt

*"Why Mask The Odor... When You Can Encapsulate It!"*



## Cartons

- **ASTM and EVT data on every carton...**  
Every carton is clearly marked for convenience
- **Weather Seal™ pallet cover...** Protects against ice, water, and debris for up to 6 months; also keeps the asphalt cartons cool (and pallets stable) in hot weather
- **Superior storability...** UV-resistant protective cover is perfect for the warehouse or at the job site



## Bulk

- **Improves productivity...**  
No time wasted melting packaged asphalt
- **Economical...**  
Less expensive to use (on a total acquisition cost basis) than packaged asphalt

Physical Properties/Specifications (All CMI asphalt meets or exceeds ASTM D312-16 requirements)									
	ASTM Test Method	Type I		Type II		Type III		Type IV	
		Min	Max	Min	Max	Min	Max	Min	Max
Softening Point	D-36	135	151	158	176	185	205	210	225
Flash Point (°F)	D-92	575	-	575	-	575	-	575	-
Penetration, Units:									
at 32°F	D-5	3	-	6	-	6	-	6	-
at 77°F	D-5	18	60	18	40	15	35	12	25
at 115°F	D-5	90	180	-	100	-	90	-	75
Ductility at 77°F, cm	D-113	10	-	3	-	2.5	-	1.5	-
% solubility in trichloroethylene	D-2042	99	-	99	-	99	-	99	-



*Weather Seal™ pallet cover protects against the elements for up to 6 months!*



## The Secret Behind Proprietary XyClene™ No-Smell Technology

Unlike cheap imitations, No-Smell™ Asphalt doesn't just contain a masking agent. Its proprietary XyClene™ formula is a true odor suppressant. It acts at the molecular level as an oxygen scavenger to retard the release of specific odor-causing compounds. The XyClene™ formula encapsulates asphaltenes, stopping the evaporation of lighter petroleum molecules and eliminating fumes. It is your best answer to asphalt roofing odors at the kettle, and more importantly, on the roof.



*"Quality Manufactured Components...  
Making Construction Systems Perform Better Since 1958"*

## No-Smell™ Asphalt



Virtually eliminates objectionable asphalt odors during the installation—so complaints from occupants and the neighbors disappear.

## Fiberboard



Your best choice for reliable performance in asphaltic or single ply roofing systems. It's even environmentally-friendly!

## Underlayments



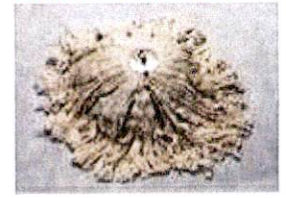
Top quality synthetic and asphaltic underlayments at prices you can afford—and with quality that you can rely on every day.

## Fasteners



Superior value has made us one of the largest and fastest-growing fastener suppliers in North America—for more than half a century!

## Application Tools



Ultra-high purity, 100% cotton mops deliver long-lasting performance and the perfect balance between cost and service life.

# Tab 29





MicroTest Laboratories Inc. NVLAP Code: 200999-0  
3110 Gold Canal Dr. Ste. A. Rancho Cordova, CA 95670  
PH 916.567.9808 | FX 916.404.0302  
www.microtestlabsinc.com | service@microtestlabsinc.com

Project ID  
MT012330549

#### CLIENT INFORMATION

**Company** Curtis Roberts Mold Inspections  
**Name** Curtis Roberts  
**Address** 3601 W. Haak Court  
Elk Grove, CA 95758  
**Phone** (916) 690 - 4884  
**Email** Curtisrobertsmold@gmail.com

**DATE** Monday, April 10, 2023  
**Time** 8:00 AM

**MicroTest**  
**Laboratories**

Analytical Data

#### JOB SITE INFORMATION

**Sampler** Curtis Roberts  
**Project**  
**Address** 929 2nd Street  
Brentwood, CA 94513  
**Job #** A9292nd23  
**PO #** CEC

### POLARIZED LIGHT MICROSCOPY (PLM)

#### EPA METHOD 600 / R-93 / 116 & EPA - 40 CFR Appendix E to Subpart E of Part 763

Sample ID	Accession Number	Client Description	Laboratory Description	Non Fibrous / Fibrous Materials	Asbestiform Minerals %
ASB-1	30549-1A	North Loc #1	Yellow Roofing Non-Fibrous Heterogenous	100% Binder	None Detected
ASB-1	30549-1B	North Loc #1	Black Roofing Fibrous Heterogenous	10% Cellulose 85% Binder	5% Chrysotile
ASB-2	30549-2A	North Loc #2	Brown Roofing Fibrous Heterogenous	80% Cellulose 20% Binder	None Detected
ASB-2	30549-2B	North Loc #2	Black Roofing Fibrous Heterogenous		SFP
ASB-3	30549-3A	North Loc #3	Brown Roofing Fibrous Heterogenous	80% Cellulose 20% Binder	None Detected
ASB-3	30549-3B	North Loc #3	Black Roofing Fibrous Heterogenous		SFP

**Date Received:** Tuesday, April 11, 2023

**Date Analyzed:** Tuesday, April 11, 2023

**Date Reported:** Tuesday, April 11, 2023

**Analyst:** Nolan Starbuck

**Authorized Signatory:**

Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced except in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Layers are analyzed separately except when manufactured with multiple layers (i.e. Linoleum, Drywall, etc.) or requested contrarily by the client.



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**Project ID**

**MT012330549**

ASB-4	30549-4A	North Loc #4	Yellow Roofing Non-Fibrous Heterogenous	100% Binder	None Detected
ASB-4	30549-4B	North Loc #4	Black Roofing Fibrous Heterogenous		SFP
ASB-5	30549-5A	South Loc #5	Yellow Roofing Non-Fibrous Heterogenous	100% Binder	None Detected
ASB-5	30549-5B	South Loc #5	Brown Roofing Fibrous Heterogenous	80% Cellulose 20% Binder	None Detected
ASB-5	30549-5C	South Loc #5	Black Roofing Fibrous Heterogenous		SFP
ASB-6	30549-6A	South Loc #6	Brown Roofing Fibrous Heterogenous	80% Cellulose 20% Binder	None Detected
ASB-6	30549-6B	South Loc #6	Black Roofing Fibrous Heterogenous		SFP
ASB-7	30549-7A	South Loc #7	Yellow Roofing Non-Fibrous Heterogenous	100% Binder	None Detected
ASB-7	30549-7B	South Loc #7	Black Felt Fibrous Heterogenous		SFP
ASB-8	30549-8A	South Loc #8	Yellow Roofing Non-Fibrous Heterogenous	100% Binder	None Detected
ASB-8	30549-8B	South Loc #8	Black Roofing Fibrous Heterogenous		SFP

**Date Received:** Tuesday, April 11, 2023

**Date Analyzed:** Tuesday, April 11, 2023

**Date Reported:** Tuesday, April 11, 2023

**Analyst:** Nolan Starbuck

**Authorized Signatory:**

**Kelly Favero - Lab Manager**

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Project ID  
MT012330549

ASB-9	30549-9A	South Loc #9	Yellow Roofing Non-Fibrous Heterogenous	100% Binder	None Detected
ASB-9	30549-9B	South Loc #9	Black Roofing Fibrous Heterogenous		SFP
ASB-10	30549-10A	Canopy East	Black/Silver Roofing Fibrous Heterogenous	20% Fiberglass 80% Binder	None Detected
ASB-10	30549-10B	Canopy East	Brown Roofing Fibrous Heterogenous	80% Cellulose 20% Binder	None Detected
ASB-11	30549-11A	Canopy Middle	Black Roofing Fibrous Heterogenous	10% Cellulose 90% Binder	None Detected
ASB-11	30549-11B	Canopy Middle	Brown Roofing Fibrous Heterogenous	80% Cellulose 20% Binder	None Detected
ASB-12	30549-12A	Canopy West	Black Roofing Fibrous Heterogenous	10% Cellulose 90% Binder	None Detected
ASB-12	30549-12B	Canopy West	Brown Roofing Fibrous Heterogenous	80% Cellulose 20% Binder	None Detected

**Date Received:** Tuesday, April 11, 2023

**Date Analyzed:** Tuesday, April 11, 2023

**Date Reported:** Tuesday, April 11, 2023

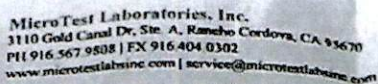
**Analyst:** Nolan Starbuck

**Authorized Signatory:**

Kelly Favero - Lab Manager

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30549

Date 4-10-2023 <sup>SAMPLE</sup>  
Time 0800

CLIENT INFORMATION	
Company	Curtis Roberts Mold Inspections
Name	Curtis Roberts
Address	3601 W. Hank Court Elk Grove, CA 95758
Phone	916-690-4884
Email	curtisrobertsmold@gmail.com

**MicroTest Laboratories**

## Chain of Custody

**Sampler** Curtis Roberts

Project \_\_\_\_\_  
Site \_\_\_\_\_  
Address 929 - 2nd St W  
Brentwood, TN 37013  
Job # A929 2nd 23  
PO# CFC

## ASBESTOS

**LEAD**

## MICROBIOLOGICAL

## FIRE RESIDUE

☐ Rush (3 Hour)  
☐ Same Day (6 Hour)  
☐ 24 Hour  
☐ 2-Day  
☐ 3-Day  
☐ 7-Day

✓ PLM\*  
TTFP\*  
400 Pt. Ct.  
1000 Pt. Ct.  
PCM\*  
TEM\*

Paint Chip  
Wipe  
Air  
Soil  
TTLC\*/STLC\*  
TCLP\*

Spoore Trap	_____ Sewage Screen
DP-Tape	_____ HPC*
DP-Swab	_____ HPC* with ID
DP-Bulk	_____ Other
Andersen	


☐ Spore Trap  
☐ DP-Tape  
☐ Wipes  
☐ Semi-Quantitative  
☐ Quantitative

[illegible]

Relinquished by (Client)	Date/Time
	11/10/2023 1400

Relinquished by (Lab)	Date/Time

Total Number of Samples  
COC Page #

Received By (Lab)	Date/Time
	4/11/23 @ 12:27pm

Received By (Client)	Date/Time

PLM\* Polarized Light Microscopy | TTFP\* Test Till First Positive | PCM\* Contrast Microscopy | TEM\* Transmission Electron Microscopy | TTL\* Threshold Limit Concentration | STLC\* Soluble Threshold Limit Concentration | TCLP\* Toxicity Characteristic Leaching Procedure | HPC\* Heterotroph



## SAMPLE RECEIVING SHEET

Project ID Given: 30549

Client: Curtis Roberts Mold Inspections

Job Site: N/A

Name: Curtis Roberts

Job Address: 929 2nd Street, Brentwood CA 94513

Delivered by: ☐ Client ☐ Courier ☒ Shipped

If Courier/Shipped, by Whom: FedEx

Samples Double Bagged or Jarred & Bagged

☒ Yes

☐ No

Proper Sample Containers Used

☒ Yes

☐ No

Sample Containers Intact

☐ Yes

☒ No

Samples at or below 80% Container Capacity

☒ Yes

☐ No

Samples Free of Extraneous Particulate

☐ Yes

☒ No

Total Number of Samples Match COC

☒ Yes

☐ No

Sample Labels Match COC

☒ Yes

☐ No

Temperature Requirements Met \_\_\_\_\_°C

☐ Yes

☐ No

☒ N/A

**\*\*If *any* of the above sample receiving requirements are not met, the samples may be rejected from acceptance into the laboratory. \*\***

### Comments/Special Instructions:

COC placed in containing bag with samples resulting in contaminated COC. Lab manager used photograph of COC for processing.

Extraneous Particulate present in main containing bag, on COC, all over sample bags. - AJN

Main containing bag had one large hole in it, with two smaller holes surrounding. - AJN

Sample bags were not sealed closed. - AJN

Performed by: Audrianna Norling

(Name)

*Audrianna Norling*

(Signature)

Date/Time: 4/11/23 12:27

# Tab 30

Phone



6

# Tab 31