



CITY OF MOORPARK CONTRACT DOCUMENTS

FOR

**HIGH STREET ARTS CENTER
RE-ROOF**

IDENTIFICATION NO. P&R – 2020-3

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NOTICE INVITING BIDS

FOR

High Street Arts Center Re-Roof Project [the "Project"]

Identification Number: P&R-2020-3

NOTICE IS HEREBY GIVEN that the City of Moorpark, California ("City") invites sealed Bids for the Project and will receive such bids in the office of the City Clerk of the City of Moorpark at 799 Moorpark Avenue, Moorpark, California, 93021 up to the hour of **3:30 p.m. on the 15th day of October 2020, at which time they will be publicly opened and read aloud.** The official bid clock, which will establish the official bid time, will be determined by the City Clerk's Division of the City of Moorpark.

PROJECT DESCRIPTION. This project will re-roof the High Street Arts Center located at 45 High Street, Moorpark, CA 93021.

MANDATORY PRE-BID MEETING AND SITE VISIT. Mandatory pre-bid meeting/site visits will be held on October 6, 2020 at the High Street Arts Center, 45 High Street, Moorpark. Due to COVID-19, we are limiting the number of people who can attend the mandatory meeting/site visit to one person per company, and requiring appointments. Appointment time slots are available at 9:00 a.m., 9:45 a.m. and 10:30 a.m. Bidders who intend to submit a proposal in response to this invitation for bids must register with the City no later than October 4, 2020 at 5:00 p.m. by emailing PRAdmin@moorparkca.gov.

Registration emails should reference Project ID No. P&R-2020-3 and include the following:

- Contractor Name
- Contractor Address
- Primary Contact Name
- Primary Contact Phone Number
- Primary Contact Email Address
- Preferred Meeting/Site Visit Time (9:00 a.m., 9:45 a.m. or 10:30 a.m.)

No more than five persons can be accommodated in each time slot. Tour confirmations will be emailed to registered bidders on October 5, 2020. Bidders are to meet in the parking lot at 61 High Street and await their appointment time. Please do not park at 61 High Street. Vehicle parking is located across the street in the dirt lot. Face Coverings are required to be worn during the site walk and social distancing is required. Every Bidder is required to attend the pre-bid meeting and Project site visit. Failure of a Bidder to attend will render that Bidder's Bid non-responsive. No allowances for cost adjustments will be made if a Bidder fails to adequately examine the Project site before submitting a Bid.

REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)].

PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The selected Bidder (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

BONDS. Each Bid must be accompanied by a cash deposit, cashier’s check, certified check or Bidder’s Bond issued by a Surety insurer, made payable to the City and in an amount not less than ten percent (10%) of the total Bid submitted. Personal or company checks are not acceptable. Upon Contract award, the Contractor shall provide faithful performance and payment Bonds, each in a sum equal to the Contract Price. All Bonds must be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or in any other form approved by the City Attorney. Failure to enter into the Contract with the City, including the submission of all required Bonds and insurance coverages, within fifteen (15) Days after the date of the mailing of written notice of contract award to the Bidder, shall subject the Bid security to forfeiture to the extent provided by law.

LICENSES. Each Bidder shall possess a valid Class A, B, or C-39 Contractor’s license issued by the California State Contractors License Board at the time of the Bid submission. Additionally, each Bidder must have possessed a valid Contractor’s license continuously for the prior five (5) years. The successful Contractor must also possess a current City business license or obtain one prior to start of the work.

RETENTION SUBSTITUTION. Five percent (5%) of any progress payment will be withheld as retention. In accordance with Public Contract Code Section 22300, and at the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the City or with a State or federally chartered bank as escrow agent, which shall then pay such moneys to the Contractor. Upon satisfactory completion of the Project, the securities shall be returned to the Contractor. Alternatively, the Contractor may request that the City make payments of earned retentions directly to an escrow agent at the Contractor’s expense. No such substitutions shall be accepted until all related documents are approved by the City.

TRADE NAMES OR EQUALS. Requests to substitute an equivalent item for a brand or trade name item must be made by written request submitted no later than five (5) Days before the Bid submission deadline. Requests received after this time shall not be considered. Requests shall clearly describe the product for which approval is requested, including all data necessary to demonstrate acceptability.

LIQUIDATED DAMAGES. Liquidated damages shall accrue in the amount of \$125 for each Day that Work remains incomplete beyond the Project completion deadline specified in the Contract Documents.

BIDDING PROCESS. The City reserves the right to reject any Bid or all Bids, and to waive any irregularities or informalities in any Bid or in the bidding, as deemed to be in its best interest.

INSTRUCTIONS TO BIDDERS

FORM OF BID. Bids shall be made on the Bid forms found herein. Bidders shall include all forms and fill in all blank spaces, including inserting "N/A" (for not applicable) where necessary. The Bid shall be enclosed in a sealed envelope bearing the Bidder's name and the Project name and identification number as described in the Notice Inviting Bids.

DELIVERY OF BIDS. The Bid shall be delivered by the time and date, and to the place specified in the Notice Inviting Bids. No oral, faxed, emailed, or telephonic Bids or alternatives will be considered. The time of delivery shall be conclusively determined by the time-stamping clock located at the City Clerk's office. Bidders are solely responsible for ensuring that their Bids are received in proper time, and Bidders assume all risks arising out of their chosen means of delivery. Any Bid received after the Bid submission deadline shall be returned unopened. Bidders are invited to be present for Bid opening. Accepted Bids shall become the property of the City.

AMENDED BIDS. Unauthorized conditions, limitations or provisos attached to a Bid may cause the Bid to be deemed incomplete and non-responsive.

WITHDRAWAL OF BID. A Bid may be withdrawn without prejudice upon written request by the Bidder filed with the City Clerk before the Bid submission deadline. Bids must remain valid and shall not be subject to withdrawal for sixty (60) Days after the Bid opening date.

BIDDER'S SECURITY. Each Bid shall be accompanied by cash, a certified or cashier's check payable to the City, or a satisfactory Bid Bond in favor of the City executed by the Bidder as principal and an admitted surety insurer as Surety, in an amount not less than ten percent (10%) of the amount set forth in the Bid. The cash, check or Bid Bond shall be given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, and will provide the evidence of insurance and furnish the specified Bonds, within fifteen (15) Days after the date of delivery of the Contract Documents to the Bidder. In case of the Bidder's refusal or failure to do so, the City may award the Contract to the next lowest responsible bidder, and the cash, check, or Bond (as applicable) of the lowest Bidder shall be forfeited to the City to the extent permitted by law. No Bid Bond will be accepted unless it conforms substantially to the form provided in these Contract Documents.

QUANTITIES APPROXIMATE. Any quantities shown in the Bid form or elsewhere herein shall be considered as approximations listed to serve as a general indication of the amount of Work or materials to be performed or furnished, and as basis for the Bid comparison. The City does not guarantee that the actual amounts required will correspond with those shown. As deemed necessary or convenient, the City may increase or decrease the amount of any item or portion of Work or material to be performed or furnished or omit any such item or portion, in accordance with the Contract Documents.

ADDENDA. The City may, from time to time, issue Addenda to the Contract Documents. Bidders are responsible for ensuring that they have received any and all Addenda. Each Bidder is responsible for verifying that it has received all Addenda issued, if any. Bidders must acknowledge receipt of all Addenda, if any, in their bids. Failure to acknowledge receipt of all Addenda may cause a Bid to be deemed incomplete and non-responsive.

DISCREPANCIES IN BIDS. Each bidder shall set forth as to each item of Work, in clearly legible words and figures, a unit or line item Bid amount for the item in the respective spaces provided for this purpose.

In case of discrepancy between the unit price and the extended amount set forth for the item, the unit price shall prevail. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or if the unit price is the same amount as the entry in the "extended amount" column, then the amount set forth in the "extended amount" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "extended amount" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "extended amount" column shall be divided by the estimated quantity for the item set forth in the Bid documents, and the price thus obtained shall be the unit price.

In case of discrepancy between words and figures, the words shall prevail.

COMPETENCY OF BIDDERS. In evaluating Bidder responsibility, consideration will be given not only to the financial standing, but also to the general competency of the Bidder for the performance of the Project. Each Bidder shall set forth in the designated area of the Bid form a statement of its experience. No Contract will be executed with a Bidder that is not licensed and registered with the DIR in accordance with State law, and with any applicable specific licensing requirements specified in these Contract Documents. These licensing and registration requirements for Contractors shall also apply to all Subcontractors.

BIDDER'S EXAMINATION OF SITE AND CONTRACT DOCUMENTS. Each Bidder must carefully examine the Project site and the entirety of the Contract Documents. Upon submission of a Bid, it will be conclusively presumed that the Bidder has thoroughly investigated the Work and is satisfied as to the conditions to be encountered and the character, quality, and quantities of Work to be performed and materials to be furnished. Upon Bid submission, it also shall be conclusively presumed that the Bidder is familiar with and agrees to the requirements of the Contract Documents, including all Addenda. No information derived from an inspection of records or investigation will in any way relieve the Contractor from its obligations under the Contract Documents nor entitle the Contractor to any additional compensation. The Contractor shall not make any claim against the City based upon ignorance or misunderstanding of any condition of the Project site or of the requirements set forth in the Contract Documents. No claim for additional compensation will be allowed which is based on a lack of knowledge of the above items. Bidders assume all risks in connection with performance of the Work in accordance with the Contract Documents, regardless of actual conditions encountered, and waive and release the City with respect to any and all claims and liabilities in connection therewith, to the extent permitted by law.

DISQUALIFICATION OF BIDDERS. No Person shall be allowed to make, file or be interested in more than one Bid for the Project, unless alternate Bids are specifically called for. A Person that has submitted a sub-bid to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from making a prime Bid. If there is a reason to believe that collusion exists among the Bidders, all affected Bids will be rejected.

RETURN OF BID SECURITY. The successful Bidder's Bid security shall be held until the Contract is executed. Bid security shall be returned to the unsuccessful Bidders within a reasonable time, which in any case shall not exceed sixty (60) Days after the successful Bidder has signed the Contract.

AWARD OF CONTRACT. The City reserves the right to reject any or all Bids or any parts thereof or to waive any irregularities or informalities in any Bid or in the bidding. The Contract award, if made, will be to the lowest responsible, responsive Bidder and is anticipated to occur no later than thirty (30) Days after the Bid opening. The Contract award may be made after that period if the selected Bidder has not given the City written notice of the withdrawal of its Bid.

ADDITIVE OR DEDUCTIVE ITEMS. In accordance with Public Contract Code Section 20103.8, the lowest Bid shall be determined as follows: The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

LISTING SUBCONTRACTORS. Each Bidder shall submit a list of the proposed Subcontractors on the Project, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, *et seq.*). **Contractor shall self-perform not less than fifty percent (50%) of the Work, as determined by the percentage of Work to be performed by listed Subcontractors.**

EXECUTION OF CONTRACT. The selected Bidder shall execute the Contract in the form included in these Contract Documents and secure all required insurance and bonds, as herein specified **within fifteen (15) Days from the date of delivery of the Contract Documents to the Bidder. Failure or refusal to execute the Contract or to conform to any of the stipulated requirements shall be just cause for the annulment of the award and forfeiture of the Bidder's security.** In such event, the City may declare the Bidder's security forfeited to the extent permitted by law, and the City may award the Contract to the next lowest responsible Bidder or may reject all bids.

SIGNATURES. The Bidder shall execute all documents requiring signatures, and shall cause to be notarized all documents that indicate such a requirement. The Bidder shall provide evidence satisfactory to the City, such as an authenticated resolution of its board of directors or a power of attorney, indicating the capacity of the person(s) signing the Bid to bind the Bidder to the Bid and any Contract arising therefrom.

INSURANCE AND BONDS. The Contractor shall not begin Work until it has given the City evidence of all required insurance coverage (including all additional insured endorsements), a Bond guaranteeing the Contractor's faithful performance of the Contract, and a Bond securing the payment of claims for labor and materials.

TELEPHONES. Bidders are hereby notified that the City will not provide telephones for their use at the time of Bid submission.

INTERPRETATION OF CONTRACT DOCUMENTS. Any Bidder that is in doubt as to the intended meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from the Contract Documents, may submit to the City a written request for an interpretation or correction not later than 96 hours prior to the Bid submission deadline. Requests for clarification received after the 96 hour deadline will be disregarded. Please indicate the Project and identification number in the request for clarification. Telephonic requests will not be taken. Any interpretation or correction of the Contract Documents will be

made only by a written Addendum. No oral interpretation of any provision in the Contract Documents shall be binding.

TAXES. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by federal, State or local authorities on materials used or furnished by the Contractor in performing the Work shall be paid by the Contractor. The Bidder shall calculate payment for all sales, unemployment, pension and other taxes imposed by federal, State, and local law and shall include these payments in computing the Bid.

BID SUBMITTAL. Bids must be prepared on the approved Proposal forms in conformance with the Instructions to Bidders and submitted in a sealed envelope plainly marked on the outside, **'BID FOR HIGH STREET ARTS CENTER RE-ROOF – DO NOT OPEN WITH REGULAR MAIL.'**

Bidders shall guarantee the bid price for a period of 90 calendar days from the date of bid opening.

Any questions regarding this notice can be directed, in writing, to the City's Project Representative: Robert Valery, Parks and Facilities Supervisor by e-mail at rvalery@moorparkca.gov.

CHECKLIST FOR BIDDERS

The following information is required of all Bidders at the time of Bid submission:

- _____ Completed and Signed Bid Cover Form
- _____ Completed and Signed Bid Sheets
- _____ Completed, Signed and Notarized Questionnaire
- _____ Completed References Form
- _____ Resume of General Construction Superintendent/On-Site Construction Manager
- _____ Completed Subcontractor Designation Form
- _____ Completed and Signed Industrial Safety Record Form
- _____ Completed, Signed and Notarized Bid Bond or Other Security Form
- _____ Signed and Notarized Noncollusion Declaration Form
- _____ Completed and Signed Addenda Acknowledgement Form
- _____ Signed Environmental, Health and Safety Standards Compliance Form
- _____ Signed Workers' Compensation Insurance Certificate
- _____ Completed and Signed Agreement to Comply with California Labor Law Requirements Form
- _____ Evidence satisfactory to the City indicating the capacity of the person(s) signing the Bid to bind the Bidder

Failure of the Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive.

BID FORMS

**CITY OF MOORPARK
HIGH STREET ARTS CENTER RE-ROOF**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MOORPARK:

The undersigned, as Bidder, declares that: (1) this Bid is made without collusion with any other person and that the only persons or parties interested as principals are those named herein; (2) the undersigned has carefully examined the Contract Documents (including all Addenda) and the Project site; and (3) the undersigned has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed, and the materials to be furnished. Furthermore, the undersigned agrees that submission of this Bid shall be conclusive evidence that such examination and investigation have been made and agrees, in the event the Contract be awarded to it, to execute the Contract with the City of Moorpark to perform the Project in accordance with the Contract Documents in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except as may otherwise be furnished or provided under the terms of the Contract Documents, for the following stated unit prices or lump-sum price as submitted on the Bid herein.

The undersigned submits as part of this Bid a completed copy of its Industrial Safety Record. This Safety Record includes all construction Work undertaken in California by the undersigned and any partnership, joint venture or corporation that any principal of the undersigned participated in as a principal or owner for the last five (5) calendar years and the current calendar year before the date of Bid submittal. Separate information is being submitted for each such partnership, joint venture, or corporate or individual Bidder. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Safety Record. An explanation of the circumstances surrounding any and all fatalities is attached.

Accompanying this Bid is cash, a cashier's check, a certified check or a Bid Bond in an amount equal to at least ten percent (10%) of the total aggregate Bid price based on the quantities shown and the unit prices quoted. The undersigned further agrees that, should it be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of insurance and Bonds within fifteen (15) Days after delivery of the Contract to the undersigned, then the cash, check or Bid Bond shall be forfeited to the City to the extent permitted by law.

The undersigned certifies to have a minimum of five (5) consecutive years of current experience in the type of Work related to the Project and that this experience is in actual operation of the firm with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work. The undersigned also certifies to be properly licensed by the State as a contractor to perform this type of Work. The undersigned possesses California Contractor's License Number _____, Class _____, which expires on _____ and DIR Registration # _____ expiration _____.

Bidder's Name: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

CITY OF MOORPARK
BID SHEETS FOR
HIGH STREET ARTS CENTER RE-ROOF

Bidder's Name: _____

To the Honorable Mayor and Members of the City Council:
 In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Parks and Recreation Director, at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT	QTY	EXTENDED AMOUNT
101	HIGH STREET ARTS CENTER RE-ROOF	LS	1	\$
				\$
	TOTAL :			\$ _____

ADDITIVE/DEDUCTIVE ALTERNATE ITEM				
		LS	1	\$
	TOTAL :			\$ _____

Total below should NOT include additive item

Note: Items may be adjusted or deleted. Any changes to the quantities for these items shall not constitute a substantial change as referenced in Section 3-2.2.1 of the Standard Specifications. Therefore, regardless of total actual volume (percentage) compared to estimated quantities, the unit

prices provided above by the Bidder shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities; and if this right is exercised, the Contractor will not be entitled to any additional compensation. Cost of all export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: \$ _____

TOTAL BID PRICE IN WORDS: _____

Signature: _____

Title: _____ Date: _____

Signature: _____

Title: _____ Date: _____

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary.

- (1) Bidder's Name: _____
- (2) If the Bidder's name is a fictitious name, who or what is the full name of the registered owner? If the Bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business Address: _____
- (4) Telephone: _____ Facsimile: _____
- (5) Type of Firm – Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the State of: _____
- (7) California State Contractor's License Number and Class: _____
Original Date Issued: _____ Expiration Date: _____
- (8) DIR Contractor Registration Number: _____
- (9) List the name and title of the person(s) who inspected the Project site for your firm:

- (10) List the name and title of the person(s) who attended the mandatory pre-Bid meeting for your firm, including the mandatory site visit (if any): _____
- (11) Number of years' experience the company has as a contractor in construction work: _____
- (12) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this Bid:

- (13) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this Bid:

(14) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid:

(15) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and telephone numbers of contact persons for the parties:

b. Briefly summarize the parties' claims and defenses:

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

(16) Has the company or any principal having an interest in this Bid ever had a contract terminated by the owner or agency? If yes, explain.

(17) Has the company or any principal having an interest in this Bid ever failed to complete a project? If yes, explain.

(18) Has the company or any principal having an interest in this Bid ever been terminated for cause, even if it was converted to a "termination of convenience"? If yes, explain.

(19) For projects that the company or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes No
- b. By the owner against you? Circle one: Yes No
- c. By any outside agency or individual for labor compliance?
Circle one: Yes No
- d. By Subcontractors? Circle one: Yes No
- e. Are any of these claims or actions unresolved or outstanding?
Circle one: Yes No

If your answer is "yes" to any part or parts of this question, explain.

(20) List the last three (3) projects you have worked on or are currently working on for the City of Moorpark:

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the Bid being deemed non-responsive.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Company

Subscribed and sworn to me: _____

Signature: _____

Signature: _____

Title: _____

This ____ day of _____, 20____

Date: _____

Title: _____

Signature: _____

Signature: _____

Title: _____

(SEAL)

Date: _____

REFERENCES FORM

For all public agency projects in excess of \$25,000 that you are currently working on or have worked on in the past two (2) years, provide the following information:

Project 1 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 2 Name/Number _____

Project Description _____

Approximate Construction Date From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 3 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 4 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?

Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 5 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

Project 6 Name/Number _____

Project Description _____

Approximate Construction Dates From: _____ To: _____

Agency Name: _____

Contact Person: _____ Telephone: _____

Address: _____

Original Contract Amount: \$_____ Final Contract Amount: \$_____

If final amount is different from original amount, please explain (change orders, extra work, etc.).

Did you or any Subcontractor, file any claims against the Agency?
Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

If you answered yes to either of the above two questions, please explain and indicate outcome of claims.

RESUME

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Project.

**DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]**

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

Bidder's Name _____

	Current Year of Record	2019	2018	2017	2016	2015	Total
Number of contracts							
Total dollar amount of contracts (in thousands of dollars)							
Number of fatalities							
Number of lost workday cases							
Number of lost workday cases involving permanent transfer to another job or termination of employment							

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of California that the information is true and accurate within the limitations of those records.

Signature: _____ Signature: _____

Title: _____ Title: _____

Date: _____ Date: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Moorpark ("Public Agency"), has issued an invitation for Bids for the Work described as follows: High Street Arts Center Re-Roof Project

WHEREAS _____
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Public Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of _____

Dollars (\$ _____), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of Contract included with the bidding specifications, furnishes the required Bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials), and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of Civil Code Section 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Note: *This Bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

**NONCOLLUSION DECLARATION FORM
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
[Public Contract Code Section 7106]**

In accordance with Public Contract Code Section 7106, the undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any Person or entity for such purpose.

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

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

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

This form must be notarized.

ADDENDA ACKNOWLEDGMENT FORM

Bidder's Name: _____

The Bidder shall signify receipt of all Addenda here, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attach another page acknowledging receipt of the Addenda.

**COMPLIANCE WITH ENVIRONMENTAL, HEALTH
AND SAFETY STANDARDS**

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

The Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) prohibits employers from knowingly discharging or releasing a chemical known to the State of California to cause concern, birth defects or other reproductive harm into water or onto land where such chemical passes or, in all probability, will pass into any source of drinking water. Notwithstanding any provision in this Act exempting Contractor, Contractor hereby agrees to comply with all provisions of the Act relating to the discharge of hazardous chemicals on the job site.

Contractor fully agrees that Contractor, Contractor's employees and subcontractors shall not discharge such chemicals on the job site which will result in the discharge of such chemicals, and shall, upon completion of performance of all other duties under this contract, remove all supplies, materials and waste remaining on the job site which if exposed, could result in the discharge of such chemicals. Contractor shall be financially responsible for compliance with Proposition 65.

Contractor shall also comply with state of California anti-smoking laws which, in part, prohibit smoking in the workplace and enclosed areas.

Should Contractor, Contractor's employees, or subcontractors or their employees fail to comply, within 24 hours from the time City issues and Contractor receives a written notice of noncompliance or within the time of an abatement period specified by any government agency, whichever period is shorter, City may give notice of default to Contractor, and at the City's option, elect any and all rights or remedies set forth in this agreement.

Approved by Contractor: _____

Title

Date _____

WORKERS' COMPENSATION INSURANCE CERTIFICATE

*TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID*

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the Provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

By _____

Title: _____ Date: _____

**AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

[Labor Code §§ 1720, 1775, 1776, 1777.5, 1810, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding Owner ("Owner") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to Owner, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
3. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform Owner of the location of the records. Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
5. Contractor acknowledges that eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and the Contractor and any subcontractor under him shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to Owner, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by 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 in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the 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 this contract."

Signature _____

Date _____

Printed Name _____

Company _____

Title _____

SAMPLE AGREEMENT

AGREEMENT BETWEEN THE CITY OF MOORPARK AND _____, FOR HIGH STREET ARTS CENTER RE-ROOF PROJECT

THIS AGREEMENT, executed as of this ____ day of _____, 2020, between the City of Moorpark, a municipal corporation ("City") and _____, a _____ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for construction services related re-roofing buildings; and

WHEREAS, Contractor specializes in providing such services and has the proper work experience, certifications, and background to carry out the duties involved; and

WHEREAS, on _____, _____, the City Council of the City of Moorpark authorized the City Manager to enter into this Agreement after public bidding in accordance with California Public Contract Code Section 20160, et seq.

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of the Agreement shall be from the date of execution until completion of the work identified in the Scope of Services and in conformance with Exhibit _____, unless this Agreement is terminated or suspended consistent with Section 6 of this Agreement.

2. SCOPE OF SERVICES

City does hereby retain Contractor in a contractual capacity to provide construction services related to re-roofing services, as set forth in Exhibit _____: Contractor's Bid Proposal, dated - _____, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal" and as set forth in Exhibit _____, which include (i) Standard Specifications; (ii) Special Provisions; (iii) Workers' Compensation Insurance Certificate (Labor Code 1860 and 1861); (iv) Payment and Performance Bonds; and (v) Insurance Certificate for General Liability and Automobile Liability, attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as Exhibit _____. Where said Scope of Services as set forth in Exhibit ____ is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibit _____ and Exhibit _____. Contractor shall complete the tasks according to the schedule of performance which is also set forth in Exhibit _____.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibit _____. Compensation shall not exceed the rates or total value of _____ dollars (\$_____) as stated in Exhibit _____, without a written amendment to the agreement executed by both parties. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply, and that a public work project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the DIR implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor's compliance with (a) and (b) and Contractor shall take all necessary actions to ensure subcontractor's compliance. Labor Code Section 1725.5 requires all contractors and subcontractors to annually register with the DIR before bidding or performing on any public work contract.

3. PERFORMANCE

Contractor shall at all times faithfully, competently, and to the best of Contractor's ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Contractor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Contractor shall be - _____, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Contractor and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

The City agrees to pay Contractor monthly, in accordance with the terms and the schedule of payment as set forth in Exhibit _____, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed _____ dollars (\$_____) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Contractor shall not be compensated for any additional services rendered in connection with its performance of this Agreement, unless such additional services and compensation are authorized, in advance, in a written amendment to this Agreement executed by both parties. The City Manager, if authorized by City Council, may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of any disputed fees set forth on the invoice. Contractor shall provide appropriate documentation, as determined by the City, for all reimbursable expenses.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend, or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Contractor may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination. In the event of such termination, Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, the City may proceed in the manner set forth in Section 6-4 of the Greenbook.

7. DEFAULT OF CONTRACTOR

The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

If the City Manager or the City Manager's designee determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have five (5) working days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. LIQUIDATED DAMAGES

If the Contractor fails to complete the work, or any portion thereof, within the time period required by this Agreement or as duly extended in writing by the City Manager, Contractor shall

forfeit and pay to the City, as liquidated damages, the sum of one hundred twenty-five dollars (\$125) per day for each calendar day the work, or portion thereof, remains uncompleted after the above specified completion date. Liquidated damages shall be deducted from any payments due or to become due to the Contractor under the terms of this Agreement [Government Code Sec. 53069.85]. Progress payments made by the City after the above specified completion date shall not constitute a waiver of liquidated damages by the City.

9. OWNERSHIP OF DOCUMENTS

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of ten (10) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

10. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsels' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the state of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this Section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or Section.

This Indemnity shall survive termination of the Agreement or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain, or apply any monies to the Contractor under this Agreement for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

11. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

12. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the

Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

13. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations, including but not limited to the Americans with Disabilities Act and Occupational Safety and Health Administration laws and regulations. The City and Contractor shall comply with Exhibit B, California Public Contract Code Section 9204, when applicable. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

14. ANTI DISCRIMINATION

Neither the Contractor, nor any subcontractor under the Contractor, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such person; or any other basis protected by applicable federal, state, or local law, except as provided in Section 12940 of the Government Code. The Contractor shall have responsibility for compliance with this Section, if applicable [Labor Code Section 1735].

15. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Contractor, or any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

17. CONFLICT OF INTEREST

Contractor covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Contractor further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subcontractor. Contractor further covenants that

Contractor has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

18. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Ave.
Moorpark, CA 93021

To:

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

19. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

20. ASSIGNMENT

Contractor shall not assign this Agreement or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Contractor is uniquely qualified to perform the services provided for in this Agreement.

21. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

22. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions, or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Contractor understand and agree that the laws of the state of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

23. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

24. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, Sections, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, Sections, and Exhibits hereof.

25. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by both parties to this Agreement.

26. TIME OF COMPLETION

City and Contractor agree that time is of the essence in this Agreement. City and Contractor further agree that Contractor's failure to perform on or at the times set forth in this Agreement will damage and injure City, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, City and Contractor agree that any failure to perform by Contractor at or within the times set forth herein shall result in liquidated damages as defined in this Agreement for each and every day such performance is late. City and Contractor agree that such sum is reasonable and fair. Furthermore, City and Contractor agree that this Agreement is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

27. PRECEDENCE

Contractor is bound by the contents of City's Bid Package and Proposal, Exhibit _____ attached hereto and incorporated herein by this reference as though set forth in full. In the event of conflict, the requirements of the City's Bid Package and this Agreement shall take precedence over those contained in the Proposal.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

Troy Brown, City Manager

Attest:

Ky Spangler, City Clerk

EXHIBIT A
INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability

Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- a. Explosion, collapse or underground hazard (XCU)
- b. Products and completed operations
- c. Pollution liability
- d. Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

Workers' Compensation

Workers' Compensation insurance shall be provided on a state-approved policy form providing statutory benefits as required by law with employers' liability limits no less than \$1,000,000 per accident for all covered losses.

Business Auto Coverage

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent shall be provided. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this

project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Excess or Umbrella Liability

Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of city following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and City agrees as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, agents, using standard ISO endorsement No. CG 2010 and No. CG 2037 with edition acceptable to the City. Contractor also agrees to require all contractors, subcontractors, and any one else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of the City to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the city, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to

the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.

5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to required others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation or reduction of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party involved with the project who is brought onto or involved in the project by Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to City for review.
11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to City. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review

options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.
14. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the City, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.
17. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
18. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.
19. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
20. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor

for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

21. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers on this project, when required by City. City shall determine the liability limit.

EXHIBIT B

PUBLIC CONTRACT CODE SECTION 9204

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the

public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

(Added by Stats. 2016, Ch. 810, Sec. 1. (AB 626) Effective January 1, 2017. Repealed as of January 1, 2020, by its own provisions.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void one year after the recordation of the Notice of Completion.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PLEASE PROVIDE CONTACT INFORMATION FOR THE SURETY AND THE BROKER IN THE SPACE PROVIDED BELOW

SURETY – Contact Information

BROKER – Contact Information

Attn: _____

Attn: _____

Address: _____

Address: _____

City State Zip _____

City State Zip _____

Phone #: _____

Phone# _____

CHECKLIST FOR EXECUTION OF CONTRACT

TO BE SUBMITTED BY SUCCESSFUL BIDDER:

- _____ Two (2) executed and notarized copies of the Contract
- _____ Two (2) copies of the Payment Bond in amount of the Contract
- _____ Two (2) copies of the Performance Bond in amount of the Contract
- _____ Workers' Compensation Certificate
- _____ Liability insurance certificate in the amount of one million dollars (\$1,000,000), naming the City as a co-insured
- _____ Automobile insurance certificate in the amount of one million dollars (\$1,000,000), naming the City as a co-insured
- _____ General aggregate insurance certificate in the amount of two million dollars (\$2,000,000), naming the City as a co-insured
- _____ Copy of City business license
- _____ Additional insured endorsement (ongoing and completed operations) – comprehensive general liability
- _____ Additional insured endorsement – automobile liability
- _____ Additional insured endorsement – excess liability (if applicable)

GENERAL PROVISIONS

SECTION 0. GENERAL PROVISIONS DEFINED

0-1 STANDARD SPECIFICATIONS

The Work described herein shall be done in accordance with the provisions of the 2018 edition of the Standard Specifications for Public Works Construction (SSPWC), and all supplements thereto, prepared and promulgated by the Greenbook Committee of Public Works Standards Inc., formerly the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America, and the following modifications thereto are established as the Standard Specifications for the City, except for those provisions that are expressly not incorporated by a provision in the Contract Documents.

0-2 NUMBERING OF SECTIONS

The number of sections and subsections in these General Provisions are compatible with the numbering in the Standard Specifications. The Special Provisions will be numbered as Sections 700 through 799. Subsections of architectural and/or other work may be numbered according to the Construction Specifications Institute (CSI) format.

0-3 SUPPLEMENTATION OF STANDARD SPECIFICATIONS

The Sections that follow supplement, but do not replace, the Standard Specifications, except as otherwise indicated herein. In the event of any conflict between the Standard Specifications and these General Provisions, these General Provisions shall control.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

The provisions below shall supplement, but not replace, those provisions in Section 1 of the Standard Specifications.

1-2 TERMS AND DEFINITIONS

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of Moorpark.

Board – The City Council of the City of Moorpark.

Contract Documents – As defined in Standard Specifications Section 1-2, but also including the General Provisions.

County – County of Ventura, California

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor.

Laboratory – A laboratory authorized by the City to test materials and Work involved in the Contract.

Project – See Work.

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract.

Institutions

The institutions listed in Section 1-3.3 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA.....	Associated General Contractors of America
APWA	American Public Works Association
ASME.....	American Society of Mechanical Engineers
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE.....	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA.....	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SSS.....	State of California Standard Specifications, Latest edition, Department of Transportation
SSP.....	State of California Standard Plans, Latest edition, Department of Transportation

SECTION 2. SCOPE AND CONTROL OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 2 of the Standard Specifications.

2-2 ASSIGNMENT

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City’s consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

2-4 CONTRACT BONDS

The Faithful Performance Bond shall remain in force until one year after the date of recordation of the Notice of Completion. The Material and Labor Bond shall remain in force until either the expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2 or one year from the recordation of the Notice of Completion, whichever is longer.

Other than the details listed herein, the Bonds shall adhere to the requirements for Bonds in Section 2-4 of the Standard Specifications. Nothing herein shall abridge or amend Section 6-8.3 of the Standard Specifications or the related provisions in these Contract Documents.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

2-5 PLANS AND SPECIFICATIONS

2-5.1 General

In addition to the requirements under Section 2-5.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the City. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid sheets, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid.

2-5.2 Precedence of the Contract Documents

With regard to Section 2-5.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid, such that the order of precedence shall be as follows:

1. Permits issued by regulatory agencies with jurisdiction.
2. Change Orders and Supplemental Agreements, whichever occurs last.
3. Contract/Agreement.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/Proposal.

8. General Provisions.
9. Special Provisions.
10. Plans.
11. Standard Plans.
12. Standard Specifications.
13. Reference Specifications.

2-7 SUBSURFACE DATA

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the City. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the City, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-9 SURVEYING

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the Professional Land Surveyors' Act (Business and Professions Code Section 8700 *et seq*). All Project surveying notes and "cut-sheets" are to be provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-10 INSPECTION

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

SECTION 3. CHANGES IN WORK

The provisions below shall supplement but not replace those provisions in Section 3 of the Standard Specifications.

3-2 CHANGES INITIATED BY THE AGENCY

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the City Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

3-3 EXTRA WORK

New and unforeseen work will be classified as Extra Work only when the Work is not covered and cannot be paid for under any of the various items or combination of items for which a Bid price appears on the Bid. The Contractor shall not do any Extra Work except upon written order from the City.

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

The provisions below shall supplement but not replace those provisions in Section 4-1 of the Standard Specifications.

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-1.1 Test of Materials

Except as elsewhere specified, the City shall bear the cost of testing materials and workmanship that meet or exceed the requirements indicated in the Standard Specifications and the Special Provisions. The cost of all other tests, including the retesting of material or workmanship that fails to pass the first test, shall be borne by the Contractor.

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City. All requests for substitution

shall be submitted, together with all documentation necessary for the City to determine equivalence, no later than five (5) Days before the Bid submission deadline, unless a different deadline is listed in the Special Provisions.

SECTION 5 UTILITIES

The provisions below shall supplement but not replace those provisions in Section 5 of the Standard Specifications.

5-1 LOCATION

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are the Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. The Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. For every Dig Alert Identification Number issued by Underground Service Alert during the course of the Project, the Contractor must submit to the City the following form. The Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

UNDERGROUND SERVICE ALERT IDENTIFICATION NUMBER FORM

No excavation will be permitted until this form is completed and returned to the City.

Government Code Section 4216 *et seq.* requires a Dig Alert Identification Number to be issued before a permit to excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **811** a minimum of three (3) Working Days before scheduled excavation. For best response, provide as much notice as possible up to ten (10) Working Days.

Dig Alert Identification Number: _____

Dated: _____

("CONTRACTOR")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Note: This form is required for every Dig Alert Identification Number issued by Underground Service during the course of the Work. Additional forms may be obtained from the City upon request.

5-1.3 Entry by Utility Owners

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and it is determined by the City that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or the City.

5-3 REMOVAL

Facilities encountered during the prosecution of the Work that are determined to be abandoned shall be removed by the Contractor as required for the Work, unless directed otherwise by the City. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings.

5-4 RELOCATION

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-6 COOPERATION

The Contractor's attention is directed to the fact that Work may be conducted at or adjacent to the site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

5-7 NOTIFICATION

The Contractor shall notify the City and the owners of all Utilities and substructures not less than forty-eight (48) hours before starting construction. The following list of names and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or accurate:

CITY ENGINEER
(805) 517-6255

TIME WARNER
(888) 892-2253

TRAFFIC ENGINEER
(805) 517-6285

AT & T
(800) 310-2355

CITY POLICE DEPARTMENT
(805) 532-2700

UNDERGROUND SERVICE ALERT
1-800-422-4133

CALIFORNIA HIGHWAY PATROL
(805) 553-0800

UNION PACIFIC RAILROAD CO.
(800) 336-9193

MOORPARK TRANSIT DIVISION
(805) 517-6257

MOORPARK UNIFIED SCHOOL DIST.
(805) 378-6300

VENTURA COUNTY WATERWORKS
DISTRICT NO. 1
(805) 378-3000

VENTURA COUNTY FIRE PROTECTION DISTRICT
(805) 389-9710

CALLEGUAS MUNICIPAL WATER
DISTRICT
(805) 526-9323

U.S. POST OFFICE
(805) 529-3596

SO. CALIFORNIA EDISON COMPANY
(800) 655-4555

WASTE MGMT/GI RUBBISH
(805) 522-9400

THE GAS COMPANY
(800) 427-2200

ANDERSON RUBBISH
(805) 526-1919

MED TRANS AMBULANCE
(805) 495-4668

CALTRANS
(805) 653-2584

SUNESYS
California Sales / Operations
(951) 278-0400

SECTION 6. PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 6 of the Standard Specifications.

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

6-1.1 Construction Schedule

In addition to the construction schedule required pursuant to Section 6-1.1 of the Standard Specifications after notification of the Contract award and before any start of the Project, as well as the revised construction schedule in advance of beginning revised operations, the Contractor shall submit an updated construction schedule with its monthly invoice every month. Progress payments shall be contingent upon the receipt of monthly updated construction schedules.

One (1) week before the scheduled pre-construction meeting, the Contractor must submit a construction schedule to the City for review and approval. The Contractor shall make revisions as required by the City. The schedule must account for all subcontract work, as well as the work of the Contractor, submittals, coordination with the other contractors performing concurrent work and the Traffic Control Plan. The Contractor shall update this Construction Schedule when directed by the City, or when:

- a. A Change Order significantly affects the Contract completion date or the sequence of construction approach or activities; or
- b. The actual sequence of the Work, or the planned sequence of the Work, is changed and does not conform to the Contractor's current accepted Project construction schedule.

6-1.1.1 Pre-Construction Meeting

Approximately ten (10) Days before the commencement of Work at the site, a pre-construction meeting will be held at the City and shall be attended by the Contractor's Project manager, its on-site field superintendent, and any Subcontractors that the Contractor deems appropriate. Attendance by the Contractor and any Subcontractors designated is mandatory.

Contractor shall submit its twenty-four (24) hour emergency telephone numbers to the City for approval a minimum of two (2) Working Days before the pre-construction meeting. Unless previously submitted to the City, the Contractor shall bring to the pre-construction conference copies of each of the following:

- 1) Construction Schedule.
- 2) Procurement schedule of major equipment and materials and items requiring long lead time.
- 3) Shop drawing/sample submittal schedule.
- 4) Preliminary schedule of values (lump sum price breakdown) for progress payment purposes.
- 5) Written designation of the on-site field superintendent and the Project manager. Both daytime and emergency telephone numbers shall be included in the written designation.

The purpose of the meeting is to designate responsible personnel and establish a working relationship. The parties will discuss matters requiring coordination and establish procedures for handling such matters. The complete agenda will be furnished to the Contractor before the meeting date. The Contractor shall be prepared to discuss all of the items listed below.

- 1) The Contractor's construction schedule.
- 2) Notification of local residents before starting any Work and keeping them informed throughout the Project.
- 3) Procedures for transmittal, review, and distribution of the Contractor's submittals.
- 4) Processing applications for payment.
- 5) Maintaining record documents.
- 6) Critical Work sequencing.
- 7) Maintaining sewage service during construction, including proposed by-passes.
- 8) NPDES requirements, if any.
- 9) Field decisions and Change Orders.

- 10) Use of Project site, office and storage areas, security, housekeeping, and the City's needs.
- 11) Major equipment deliveries and priorities.
- 12) Traffic control.
- 13) Any other item that the City representative states is relevant to the meeting.

6-1.1.2 Weekly Progress Meetings

Progress meetings will be held each week during the course of the Project. The meeting location, day of the week and time of day will be mutually agreed to by the City and the Contractor. The Contractor shall provide a two (2) week "look ahead" schedule for each meeting. The construction manager will preside at these meetings and will prepare the meeting agenda, meeting minutes and will distribute minutes to all persons in attendance. As the Work progresses, if it is determined by agreement of the attendees, that weekly meetings are not necessary, the weekly progress meetings may be changed to bi-weekly progress meetings.

6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE*

In addition to the reasons for termination listed in Section 6-5 of the Standard Specifications, which allow termination upon any written notice, the City may cancel the Contract for any other reason or for no reason upon thirty (30) Days' written notice. The rest of the procedure outlined in Section 6-5 shall apply to such situation, including the Contractor's required immediate notification of Subcontractors and suppliers and the payment. In no event (including termination for impossibility or impracticability, due to conditions or events beyond the control of the City, for any other reason or for no reason) shall the total amount of money to Contractor exceed the amount which would have been paid to Contractor for the full performance of the services described in the Contract.

Furthermore, some of the City's projects are funded in whole or in part by funds other than the City's General Fund. If this Project is funded by such external funds in whole or in part, or if those external funds are terminated or reduced at any time and for any reason or for no reason at all, and the City determines at its discretion that no other funding is available for continuation of this Project, the City will not be obligated to continue funding for the services contained in these Contract Documents and may terminate the Project immediately. The City shall reimburse the Contractor for its work satisfactorily completed until the termination date. In no event shall the total amount of money to the Contractor exceed the amount which the City has received in funding from its external source. The Special Provisions may include further details in this regard.

6-6 *DELAYS AND EXTENSIONS OF TIME*

Unless otherwise agreed in writing, an adjustment to the Contract time by reason of a Change Order shall be agreed to at the time the Change Order is issued and accepted by Contractor. If the Change Order does not reserve the right of the parties, or either of them, to seek an adjustment to the Contract time, then the parties forever relinquish and waive such right and there shall be no further adjustments to the Contract time.

6-6.1 Extensions of Time

In the event it is deemed appropriate by the City to extend the time for completion of the Work, any such extension shall not release any guarantee for the Work required by the Contract

Documents, nor shall any such extension of time relieve or release the Sureties on the Bonds executed. In executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extensions of time. The amount of time allowed by an extension of time shall be limited to the period of the delay giving rise to the same as determined by the City. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the Contract time, the Contractor shall promptly proceed with the Work.

6-6.2 Payment for Delays

Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

Unless compensation and/or mark up is agreed upon by the City, the Contractor agrees that no payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to a Change Order that: (1) extends the time for completion of the Contract by the amount of delay caused by the City; and (2) provides equitable adjustment, as determined by the City, to the Contractor.

6-8 *COMPLETION, ACCEPTANCE AND WARRANTY*

The Contractor shall complete all Work under the Contract within twenty (20) Working Days from the Notice to Proceed. The Contractor shall not be allowed to begin any construction activity at the site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.

6-8.2 Acceptance

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all required Work is completed, the Work site is cleaned up in accordance with Section 7-8 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the City:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees and warranties;
3. All "as-builts";
4. The warranty or maintenance Bond or proof from the Surety of the extension of the performance Bond, as more specifically detailed in Section 2-4 of these General Provisions; and
5. Duplicate copies of all operating instructions and manufacturer's operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct

operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven (7) Working Days' notice for final inspection. Such notice shall be submitted to the City in writing.

6-8.3 Warranty

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the City's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in Section 6-8.3 of the Standard Specification at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate the Contractor's obligations under the warranty herein. The Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

6-9 LIQUIDATED DAMAGES

For the purposes of the calculation of the start of the liquidated damages, the Work shall be deemed to be completed when the same has been completed in accordance with the Plans and Specifications therefor and to the satisfaction of the City, and the City has certified such completion in accordance with Section 6-8.1 of the Standard Specifications.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

The first paragraph of Section 7-3.1 of the Standard Specifications shall not be incorporated and shall instead be replaced with the following:

The Contractor shall provide and maintain insurance naming the City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials as insureds or additional insureds regardless of any inconsistent statement in the policy or any subsequent endorsement whether liability is attributable to the Contractor or the City. The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in the Contract. The City will not be liable for any accident, loss, or damage to the Work before completion, except as otherwise specified in Section 6-10.

The first sentence of Section 7-8.4.2 shall not be incorporated, and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the City.

The first sentence of the second paragraph of Section 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

The last paragraph of Subsection 7-9 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid.

Section 7-12 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Otherwise, the provisions below shall supplement but not replace those provisions in Section 7 of the Standard Specifications.

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES

Noise levels shall be limited to a reasonable level, and shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided, except in those cases required for the protection of personnel.

7-2 LABOR

7-2.2.1 Public Work

The Contractor acknowledges that the Project is a "public work" as defined in Labor Code Section 1720 *et seq.* ("Chapter 1"), and that this Project is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. The Contractor shall perform all Work on the Project as a public work. The Contractor shall comply with and be

bound by all the terms, rules and regulations described in (a) and (b) as though set forth in full herein.

7-2.2.2 Copies of Wage Rates

Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file at City Hall and will be made available to any interested party on request. By initiating any Work on this Project, the Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and the Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 Job Site Notices

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 Failure to Pay Prevailing Rates

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor or by any Subcontractor.

7-2.2.5 Apprentices

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Contractor and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 Debarment or Suspension

The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or State law providing for the debarment of contractors from public works. If the Contractor or any Subcontractor becomes debarred or suspended during the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 Payroll Records

The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor and each Subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

7-2.4 Hours of Labor

The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

7-2.5 Registration with the DIR

In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5.

7-2.6 Compliance Monitoring and Posting Job Sites

This Project is subject to compliance monitoring and enforcement by the DIR. The Contractor shall post job site notices, as prescribed by regulation.

7-2.7 Subcontractors

For every Subcontractor who will perform Work on the Project, the Contractor shall be responsible for such Subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and the Contractor shall include in the written Contract between it and each Subcontractor a copy of the provisions in this Section 7-2 of the General Provisions and a requirement that each Subcontractor shall comply with those provisions. The Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the Subcontractor and upon becoming aware of the failure of the

Subcontractor to pay its workers the specified prevailing rate of wages. The Contractor shall diligently take corrective action to halt or rectify any failure.

7-2.9 Prevailing Wage Indemnity

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in Section 7-2 of the General Provisions by any Person (including the Contractor, its Subcontractors, and each of their officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of the Contractor under this Section 7-2.9 shall survive expiration or termination of the Contract.

7-3 *LIABILITY INSURANCE*

The Contractor shall at all times during the term of the Contract carry, maintain, and keep in full force and effect the insurance referenced in Section 7-3 of the Standard Specifications, as modified below.

7-3.1.1 Additional Insureds

The City, its elected and appointed officials, officers, employees, attorneys, agents, designated volunteers, and independent contractors in the role of City officials, shall be the insured or named as additional insureds covering the Work, regardless of any inconsistent statement in the policy or any subsequent endorsement, whether liability is attributable to the Contractor or the City.

7-3.1.2 No Limitation on Indemnity

The insurance provisions shall not be construed to limit the Contractor's indemnity obligations contained in these Contract Documents.

7-3.1.3 Replacement Insurance

The Contractor agrees that it will not cancel, reduce or otherwise modify the insurance coverage. The Contractor agrees that if it does not keep the required insurance in full force and effect, and such insurance is available at a reasonable cost, the City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of the Contractor and the cost of such insurance may be deducted, at the option of the City, from payments due the Contractor. This shall be in addition to all other legal options available to the City to enforce the insurance requirements.

7-3.1.4 Certificates of Insurance with Original Endorsements

The Contractor shall submit to the City certificates of insurance with the original endorsements, both of which reference the same policy number, for each of the insurance policies that meet the insurance requirements, at the time the contract is submitted for signature. Endorsements

are to be provided using standard ISO endorsement No. CG 2010 and No. CG 2037 with edition acceptable to the City, or on any other form that contains substantially the same terms, subject to approval by the City's Risk Manager. In any case, the endorsements must specifically name the City of Moorpark, its officials, employees and agents, as insureds or additional insureds. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this Contract. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

7-3.1.5 Subcontractors

The Contractor shall ensure all Subcontractors and their employees are listed as additional insureds on all of the Contractor's insurance.

7-4 *INDEMNIFICATION*

The following indemnity provisions shall supersede the indemnity in Section 7-3.1 of the Standard Specifications.

7-4.1 Contractor's Duty

To the maximum extent permitted by law, the Contractor hereby agrees, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), successors, and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, and/or arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents; including, without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees as to any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees.

7-4.2 Civil Code Exception

Nothing in this Section 7-4 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful

misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

7-4.3 Nonwaiver of Rights

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.4 Waiver of Right of Subrogation.

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.5 Survival.

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 *PERMITS*

Before starting any construction work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining a no fee encroachment permit for Work within the public right-of-way, as well as all other permits required from all other agencies. Should this Project require construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend, the Contractor shall obtain a Cal/OSHA permit and furnish the City with a copy before Work can commence on this Project. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

7-7 *COOPERATION AND COLLATERAL WORK*

The Contractor shall be responsible for coordinating all Work with the City's street sweeping, trash pick-up, and street maintenance contractors, emergency services departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, and no additional payment shall be made thereof.

7-8 *WORKSITE MAINTENANCE*

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall

be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the City, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time, except when authorized by the City under an approved Encroachment Permit.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

7-10 SAFETY

The provisions below shall supplement but not replace those provisions in Subsection 7-10 of the Standard Specifications.

7-10.2 Haul routes

Subsection 7-10.3 of the Standard Specifications shall be deleted and replaced as follows:

The Contractor must obtain the City Engineer's approval before using any haul routes. Further detail requirements for haul traffic are delineated in the Special Provisions.

7-10.5.3 Steel Plate Covers

The Contractor shall cover all openings, trenches and excavations at the end of each Work Day with steel plate covers.

7-15 RECYCLING OF MATERIALS

Subsection 7-15 is hereby added to the Standard Specifications as follows:

7-15.1 Construction and Demolition Ordinance

The City of Moorpark has adopted a Construction and Demolition (C&D) ordinance which applies to all City projects, regardless of cost, that requires contractors to prepare a Construction and Demolition Materials Management Plan (available at www.moorparkca.gov/CDplan) and to divert a minimum of 65% of material generated during the project from disposal in a landfill (through reuse or recycling). You will be required to submit a Diversion Security Deposit of up to 3% of the project valuation to the City to ensure compliance with the ordinance. The deposit will be returned upon verification that you met the 65% diversion requirement. Also, a one-time fee for staff time associated with processing your C&D plan will be charged. You have two options to meet this requirement. You may use the City's franchised hauler (Waste Management), who can provide temporary bins and will dispose of your waste at a city authorized facility. Or you may self-haul your waste to a city authorized certified C&D processing facility. If you self-haul your waste you must use proper hauling vehicles and bins owned by your company and those vehicles must be driven by your employees. Please remember that because this project is a prevailing wage project, the driver of the self-haul vehicle will need to be paid a prevailing wage rate for driving the C&D materials to the authorized facility. You will need to submit itemized weigh tickets from each facility documenting your C&D recycling and disposal that indicates the weight and type of material recycled or disposed. These weigh tickets will need to be turned in to the Solid Waste Division and verified prior to final payment release for the job and refund of your C&D diversion security deposit. If diversion requirements are not met, the City will retain the deposit. Please contact the Solid Waste Division at 805-517-6241 with questions about the C&D ordinance or about how to obtain the forms and documentation requirements.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

The provisions of Section 8 of the Standard Specifications shall apply except as modified herein. No field offices for City personnel shall be required; however, City personnel shall have the right to enter upon the Project at all times and shall be admitted to the offices of the Contractor to use the telephone, desk and sanitary facilities provided by the Contractor for its own personnel.

SECTION 9. MEASUREMENT AND PAYMENT

The provisions below shall supplement but not replace those provisions in Section 9 of the Standard Specifications.

9-1.2 Methods of Measurement

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Project as outlined in these Contract Documents and as directed by the City.

9-3 PAYMENT

9-3.1 General

In accordance with Public Contract Code Section 7107, if no claims have been filed and are still pending, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be withheld for any other lawful purposes.

9-3.2 Partial and Final Payment

9-3.2.1 Monthly Closure Date and Invoice Date

In accordance with Section 9-3.2 of the Standard Specifications, the monthly closure date shall be the last Day of each month. A measurement of Work performed and a progress estimate of the value thereof based on the Contract and of the monthly payment shall be prepared by the Contractor and submitted to the City before the tenth (10th) Day of the following month for verification and payment consideration.

9-3.2.2 Payments

The City shall make payments within thirty (30) Days after receipt of the Contractor's undisputed and properly submitted payment request, including an updated construction schedule pursuant to Section 6-1.1 of the General Provisions. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) Days after receipt, and shall explain in writing the reasons why the payment request is not proper.

9-3.2.3 Retention

The City shall withhold not less than five percent (5%) from each progress payment. However, at any time after fifty percent (50%) of the Work has been completed, if the City Council finds that satisfactory progress is being made, it may, at its discretion, make any of the remaining progress payments in full for actual Work completed. The City shall withhold not less than five percent (5%) of the Contract Price from the Final Payment Amount (defined in Section 9-3.2.4) until at least thirty-five (35) days after recordation of the Notice of Completion, or recordation of a notice of completion or cessation, but not longer than the period permitted by Public Contract Code Section 7107.

9-3.2.4 Final Invoice and Payment

Whenever the Contractor shall have completely performed the Contract in the opinion of the City, the City shall notify the City Clerk that the Contract has been completed in its entirety. The Contractor shall then submit to the City a written statement of the final quantities of Contract items for inclusion in the final invoice. Upon receipt of such statement, the City shall check the quantities included therein and shall authorize a payment amount, which in the City's opinion shall be just and fair, covering the value of the total amount of Work done by the Contractor, less all previous payments and all amounts to be retained under the provisions of the Contract Documents ("Final Payment Amount"). The City shall then request that the City accept the Work and that the City Clerk be authorized to file, on behalf of the City in the office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the

Contractor. In addition, the final payment will not be released until the Contractor returns the control set of Plans and Specifications showing the redlined as-built conditions.

9-3.2.5 Substitute Security

In accordance with Public Contract Code Section 22300, the Contractor may request that it be permitted to substitute securities in lieu of having retention withheld by the City from progress payments when such payments become due or, in the alternative, the Contractor may request that the City make payments of earned retentions directly to an agreed upon designated escrow agent at the Contractor's expense. If the Contractor selects either one of these alternatives, the following shall control.

9-3.2.5.1 Substitution of Securities for Performance Retention

At some reasonable time before any progress payment would otherwise be due and payable to the Contractor in the performance of Work under these Contract Documents, the Contractor may submit a request to the City in writing to permit the substitution of retentions with securities equivalent to the amount estimated by the City ("estimated amount of retention") to be withheld. The Contractor shall deposit such securities with the City or may, in the alternative, deposit such securities in escrow with a State or federally chartered bank in California, as the escrow agent, at the Contractor's expense. Such securities will be the equivalent or greater in value of the estimated amount of retention. If the Contract is modified by written Modifications or Change Orders or the Contractor otherwise becomes entitled to receive an amount more than the Contract Price at the time the securities are deposited, the Contractor shall, at the request of the City, deposit with the City or escrow agent, whichever is applicable, additional securities within a reasonable time so that the amount of securities on deposit with the City or escrow agent is equivalent or greater in value than the amount of retention the City would otherwise be entitled to withhold from progress payments due or to become due to the Contractor as the Work progresses. The City shall withhold any retention amount that exceeds the security amount until the additional securities are deposited and, if the deposit is with an escrow agent, the City has confirmation from that escrow agent of the new total value of securities. Upon satisfactory completion of the Contract, which shall mean, among other things, that the City is not otherwise entitled to retain proceeds from progress payments as elsewhere provided in the Contract or under applicable law, the securities shall be returned to the Contractor. The City shall, within its sole discretion, determine whether the amount of the securities on deposit with the City or escrow agent is equal to or greater than the amount of estimated retention of progress payments that could otherwise be held by the City if the Contractor had not elected to substitute same with securities.

9-3.2.5.2 Deposit of Retention Proceeds with an Escrow Agent

As an alternative to the substitution of securities, as provided above, or the City otherwise retaining and holding retention proceeds from progress payments, the Contractor may request the City to make payments of retentions earned directly to an escrow agent with the same qualifications as required in Section 9-3.2.5.1 above and at the expense of the Contractor. At its sole expense, the Contractor may direct the investment of such retention payments into only such securities as mentioned in Section 9-3.2.5.3 below and shall be entitled to interest earned on such investments on the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the Contract, which shall mean when the City would not otherwise be entitled to withhold retention proceeds from progress payments had the Contractor not elected to have such proceeds deposited into escrow, the Contractor shall be allowed to

receive from the escrow agent all securities, interest and payments deposited into escrow pursuant to the terms of this Section. The Contractor shall pay to each Subcontractor, not later than ten (10) Days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount withheld to ensure performance of the Contractor.

9-3.2.5.3 Subcontractor Entitlement to Interest

If the Contractor elects to receive interest on any moneys withheld in retention by the City, then the Subcontractor shall receive the identical rate of interest received by the Contractor on any retention moneys withheld from the Subcontractor by the Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the Subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the Subcontractor. If the Contractor elects to substitute securities in lieu of retention, then, by mutual consent of the Contractor and the Subcontractor, the Subcontractor may substitute securities in exchange for the release of moneys held in retention by the Contractor. The Contractor shall pay each Subcontractor, not later than ten (10) Days after receipt of escrow moneys, the amount owed to each Subcontractor from the moneys plus the respective amount of interest earned, net of costs attributed to the retention held from each Subcontractor, on the amount of retention withheld to ensure performance of the Subcontractor.

9-3.2.5.4 Securities Eligible for Investment

Securities eligible for investment shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed upon between the Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for any monies withheld and shall receive any interest thereon.

9-3.2.5.5 Escrow Agreement for Security Deposits in Lieu of Retention

The escrow agreement that shall be used for the deposit of securities in lieu of retention shall substantially conform to the form prescribed in Public Contract Code Section 22300(f).

9-3.2.5.6 Inconsistencies with Prevailing Statutory Requirements

If there is any inconsistency between or differences in Public Contract Code Section 22300 and the terms of this provision, or any future amendments thereto, Section 22300 shall control.

9-4 *AUDIT*

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a construction claim or a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract. The Contractor shall include a copy of this Section 9-4 in all contracts with its Subcontractors, and the Contractor shall be responsible for immediately obtaining those records or other written material from its

Subcontractors upon a request by the State Auditor or the City. If the Project includes other auditing requirements, those additional requirements will be listed in the Special Provisions.

SECTION 10. ADDITIONAL TERMS

10-1 NONDISCRIMINATORY EMPLOYMENT

The Contractor shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or military and veteran status. The Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

10-2 NOTICE TO PROCEED

Upon award of this Contract and signing the Contract Documents, the City shall issue the Contractor a Notice to Proceed. The City will not authorize any Work to be done under these Contract Documents before the Contract has been fully executed. Any Work that is done by the Contractor in advance of such time shall be considered as being done at the Contractor's own risk and responsibility, and as a consequence will be subject to rejection.

10-3 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the Work by the City as defined in Section 6-8.2 of the General Provisions, by written action of the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part of the Work by the action of the elements, criminal acts, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries or damages arising from the sole negligence or willful misconduct of the City, its officers, agents or employees. In the case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials and the protection of Work already completed, shall properly store and protect them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

10-4 PROCEDURE IN CASE OF DAMAGE TO PUBLIC PROPERTY

Any portions of curb, gutter, sidewalk or any other City improvement damaged by the Contractor during the course of construction shall be replaced by the Contractor at its own cost. The cost of additional replacement of curb, gutter or sidewalk in excess of the estimated quantities shown in the Bid form and Specifications, and found necessary during the process of construction (but not due to damage resulting from carelessness on the part of the Contractor during its operation), shall be paid to the Contractor at the unit prices submitted in his or her Bid.

10-5 REMOVAL OF INTERFERING OBSTRUCTIONS

The Contractor shall remove and dispose of all debris, abandoned structures, tree roots and obstructions of any character encountered during the process of excavation. It is understood that the cost of any such removals are made a part of the unit price bid by the Contractor under the item for excavation or removal of existing Work.

10-6 SOILS ENGINEERING AND TESTING

A certified materials testing firm may be retained by the City to perform materials tests during the Contractor's entire operation to ascertain compliance with the Contract requirements. The City shall be responsible for the first series of tests. If the initial tests do not meet the Contract requirements, the Contractor shall bear the cost of all subsequent tests.

If the City requires other tests or more specific requirements for testing regarding this Project, those details will be included in the Special Provisions.

10-7 ACCESS TO PRIVATE PROPERTY

Unless otherwise stated in the Special Provisions, the Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion of the Project.

10-8 WORKING DAYS AND HOURS

The Contractor shall do all Work between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. No Work will be allowed on Saturday, Sunday or City holidays. See Appendix III for City Holidays.

In addition, no Work will be allowed on any special election Day that may be declared. Should a special election Day be declared, a time extension of one (1) Working Day will be granted for each such Day.

A permit may have other hours or Days for the Contractor to do the Work, and those hours and Days shall supersede any hours and Days written in this Section.

Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the City so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-9 CLAIM DISPUTE RESOLUTION

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* (Article 1.5) regarding the resolution of public works claims of three hundred seventy-five thousand dollars (\$375,000) or less. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor

must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Article 1.5, and must then adhere to Article 1.5.

10-10 THIRD PARTY CLAIMS

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City shall timely notify the Contractor of the receipt of any third-party claim relating to the Project. The City shall be entitled to recover its reasonable costs incurred in providing this notice.

10-11 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time the Contractor performs pursuant to the Contract Documents.

10-12 CONTRACTOR'S REPRESENTATIONS

By signing the Contract, the Contractor represents, covenants, agrees, and declares under penalty of perjury under the laws of the State of California that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; (c) there is no litigation pending against the Contractor that could adversely affect its performance of the Contract, and the Contractor is not the subject of any criminal investigation or proceeding; and (d) to the Contractor's actual knowledge, neither the Contractor nor its personnel have been convicted of a felony.

10-13 CONFLICTS OF INTEREST

The Contractor agrees not to accept any employment or representation during the term of the Contract or within twelve (12) months after acceptance as defined in Section 6-8.2 of the General Provisions that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-14 APPLICABLE LAW

The validity, interpretation, and performance of these Contract Documents shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Contract shall be in the Ventura County Superior Court.

10-15 TIME

Time is of the essence in these Contract Documents.

10-16 INDEPENDENT CONTRACTOR

The Contractor and Subcontractors shall at all times remain, as to the City, wholly independent contractors. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor, Subcontractors, or any of their officers, employees, or agents, except as herein set forth, and the Contractor and Subcontractors are free to dispose of all portions of their time and activities that they are not obligated to devote to the City in such a manner and to such Persons that the Contractor or Subcontractors wish except as expressly provided in these Contract Documents. The Contractor and Subcontractors shall have no power to incur any debt, obligation, or liability on behalf of the City, bind the City in any manner, or otherwise act on behalf of the City as agents. The Contractor and Subcontractors shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City. The Contractor and Subcontractors agree to pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents. The Contractor shall include this provision in all contracts with all Subcontractors.

10-17 CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-18 NON-WAIVER OF TERMS, RIGHTS AND REMEDIES

Waiver by either party of any one (1) or more of the conditions of performance under these Contract Documents shall not be a waiver of any other condition of performance under these Contract Documents. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-19 TERM

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect until the Contractor has fully rendered the services required by the Contract Documents or the Contract has been otherwise terminated by the City. However, some provisions may survive the term listed within this Section, as stated in those provisions.

10-20 NOTICE

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by electronic mail, hand or overnight courier service during the City's regular business hours or (b) on the third (3rd) business day following deposit in the United States mail,

postage prepaid, to the addresses listed on the Contractor's Bid and City Hall, or at such other address as one party may notify the other.

10-21 SEVERABILITY

If any term or portion of these Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of these Contract Documents shall continue in full force and effect.

APPENDIX I

Scope of Work High Street Arts Center Re-Roof Moorpark, California

This is intended to be a general scope of work for the project. The scope of work does not supersede information on the plans and drawings for the project. Any conflict between this scope of work and the plans, drawings and technical specifications, the plans, drawings and technical specifications will supersede this scope of work.

101. Provide all labor and materials, tools, equipment, transportation and services, and any and all materials necessary to Re-Roof the High Street Arts Center. The work for this item is noted on the Architectural Plan Set (Sheets G00, A101, A501 & A502). Demolition work as noted on the plans shall be included within this line item. Measurement and payment for this work will be made at the contract lump sum as shown in the Bid Schedule. The contract price and payment shall be considered as full compensation for High Street Arts Center Re-Roof pursuant to Plans and Specifications detailed in Appendix II.

APPENDIX II

ARCHITECTURAL PLAN SET

ARCHITECTURAL TECHNICAL SPECIFICATIONS

HIGH STREET ARTS CENTER REROOFING

45 E. HIGH STREET
MOORPARK, CALIFORNIA 93021

CITY OF MOORPARK
100% SUBMITTAL
MARCH 16, 2020

DRAWING LIST

SHT NO.	DRAWING TITLE
GENERAL	
G001	TITLE SHEET
ARCHITECTURAL	
A101	ROOF NEW CONSTRUCTION PLAN
A501	ROOF DETAILS
A502	ROOF DETAILS
Grand total: 4	



CITY OF MOORPARK
799 MOORPARK AVENUE
MOORPARK, CALIFORNIA 93021
(805) 517-6200

PROJECT TITLE

HIGH STREET ARTS CENTER REROOFING

45 E. HIGH STREET
MOORPARK, CALIFORNIA 93021

COMMISSIONED ARCHITECT



AMADOR WHITTLE
ARCHITECTS, INC.

28328 AGOURA ROAD, SUITE 203
AGOURA HILLS, CA 91301
(805) 530-3938 / (818) 874-0071

CONSULTANT

STAMPS/SEALS



100% SUBMITTAL

SHEET TITLE:

TITLE SHEET

PROJECT NO.: 19-COM-001 PROJECT ARCH: MJQ
DRAWN: MJQ CHECKED: MJQ / WJA

SHEET NUMBER:

G001

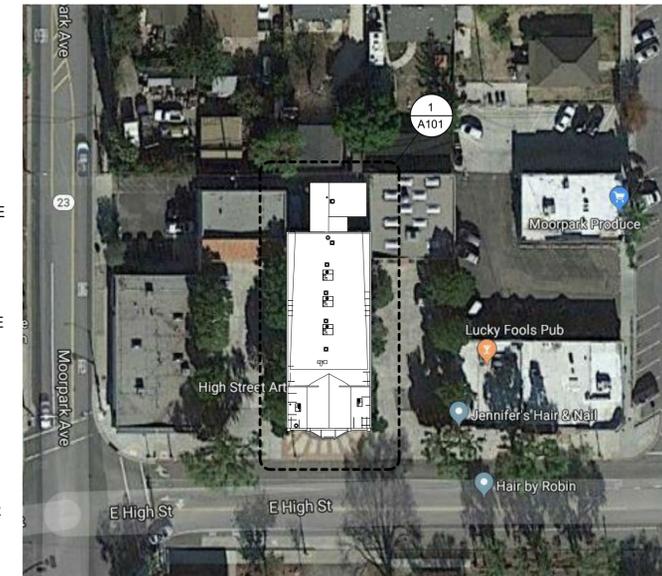
DATE: 03/16/20 SHEET: ___ OF ___

ABBREVIATIONS

&	AND	HDR	HEADER
(E)	EXISTING	HDW	HARDWARE
@	AT	HI	HIGH
A.B.	ANCHOR BOLT	HT	HEIGHT
A.C.	ASPHALTIC CONCRETE	IN	INCHES
A.F.F.	ABOVE FINISH FLOOR	INFO	INFORMATION
A/C	AIR CONDITIONER	INSUL	INSULATION
ACOUST	ACOUSTICAL	INT	INTERIOR
AL	ALUMINUM	JAN	JANITOR
ALUM	ALUMINUM	K.D.	KNOCK-DOWN
ARCH	ARCHITECTURAL	LAM	LAMINATE
B.O.C.	BOTTOM OF COPING	LAV	LAVATORY
B.U.R.	BUILT UP ROOFING	LBS	POUNDS
BD	BOARD	M.O.	MASONRY OPENING
BLDG	BUILDING	M.R.	MOISTURE RESISTANT
BLK	BLOCK OR BLOCKING	MATL	MATERIAL
BOT	BOTTOM	MAX	MAXIMUM
C.I.	CAST IRON	MECH	MECHANICAL
C.J.	CEILING JOIST	MFR	MANUFACTURER
C.L.	CHAIN LINK	MIN	MINIMUM
C.L.F.	CHAIN LINK FENCE	MISC	MISCELLANEOUS
C.M.U.	CONCRETE MASONRY UNIT	MTL	METAL
C.T.	CERAMIC TILE	N.I.C.	NOT IN CONTRACT
CAB	CABINET	N.T.S.	NOT TO SCALE
CER	CERAMIC	N/A	NOT AVAILABLE
CLG	CEILING	NO., #	NUMBER
CLO	CLOSET	O.C.	ON CENTER
CLR	CLEAR	OPNG	OPENING
COL	COLUMN	OPP	OPPOSITE
CONC	CONCRETE	PL	PLASTIC
CONST	CONSTRUCTION	PR	PAIR
CONT	CONTINUOUS	PT	POINT
d	PENNY	PWD	PLYWOOD
D.F.	DOUGLAS FIR	R	RISER
DBL	DOUBLE	R.C.P.	REFLECTED CEILING PLAN
DEMO	DEMOLITION	R.D.	ROOF DRAIN
DET	DETAIL	R.O.	ROUGH OPENING
DIA.	DIAMETER	REF	REFERENCE
DIM	DIMENSION	REFL	REFLECTED
DIV	DIVISION	REINF	REINFORCING
DR	DOOR	REQ'D	REQUIRED
DS	DOWNSPOUT	REV	REVISION
DWG	DRAWING	RM	ROOM
E.J.	EXPANSION JOINT	S & P	SHELF AND POLE
E.W.C.	ELECTRIC WATER COOLER	S.F.	SQUARE FEET
EA	EACH	S.S.	STAINLESS STEEL
ELEC	ELECTRICAL	SCHED	SCHEDULE
EQ	EQUAL	SECT	SECTION
EQUIP	EQUIPMENT	SHT	SHEET
EXH	EXHAUST	SIM	SIMILAR
EXIST	EXISTING	SQ	SQUARE
EXP	EXPANSION	STD	STANDARD
EXT	EXTERIOR	STL	STEEL
F.D.	FLOOR DRAIN	STOR	STORAGE
F.E.	FIRE EXTINGUISHER	STRUCT	STRUCTURAL
F.E.C.	FIRE EXTINGUISHER CABINET	SUSP	SUSPEND, SUSPENDED
F.F.	FINISH FLOOR	T & G	TONGUE AND GROOVE
F.G	FINISH GRADE	T.O.C.	TOP OF CURB
F.H.C.	FIRE HOSE CABINET	T.O.P.	TOP OF PLATE
F.O.C.	FACE OF CONCRETE	T.O.P.	TOP OF PARAPET
F.O.S.	FACE OF STUD	T.O.W.	TOP OF WALL
F.O.W.	FACE OF WALL	TEL	TELEPHONE
F.R.	FIRE RATED, FIRE RESISTANT	THK	THICK
F.S.	FINISHED SURFACE	TYP	TYPICAL
FIN	FINISH	U.L.	UNDERWRITERS LABORATORIES
FLR	FLOOR	U.N.O.	UNLESS NOTED OTHERWISE
FR.	FRAME	V.C.T.	VINYL COMPOSITION TILE
FT	FOOT OR FEET	V.I.F.	VERIFY IN FIELD
FTG	FOOTING	VERT	VERTICAL
G.I.	GALVANIZED IRON	VEST	VESTIBULE
G.W.B.	GYPSPUM WALLBOARD	W.C.	WATER CLOSET
GA	GAUGE	W.H.	WATER HEATER
GALV	GALVANIZED	W.R.	WATER RESISTANCE
GEN	GENERAL	W.W.M.	WELDED WIRE MESH
GYP	GYPSPUM	W	WITH
H.M.	HOLLOW METAL	WD	WOOD
HDB	HARDBOARD	WDW	WINDOW

GENERAL NOTES

- INTERPRETATION OF CONSTRUCTION DOCUMENTS
 - ALL INFORMATION DEPICTED IN THESE DRAWINGS AND RELATIVE TO EXISTING CONDITIONS IS BASED ON THE BEST AVAILABLE DATA AT THE TIME THESE CONSTRUCTION DOCUMENTS WERE BEING EXECUTED, BUT WITHOUT GUARANTEE OF ACCURACY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND SHALL REPORT ANY DISCREPANCIES TO ARCHITECT PRIOR TO COMMENCING ANY WORK.
 - THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS INCURRED RESULTING FROM THE REMOVAL OR REPLACEMENT OF WORK INSTALLED WITHOUT PROPER COORDINATION TO ALL OTHER TRADES, AND/OR PRIOR TO OBTAINING CLARIFICATION FROM THE ARCHITECT WHERE CONFLICTING INFORMATION EXISTS ON THE DRAWINGS.
 - THE CONTRACTOR SHALL FURNISH ALL BIDDERS WITH A COMPLETE SET OF CONSTRUCTION DOCUMENTS, INCLUDING BUT NOT LIMITED TO DRAWINGS, SPECIFICATIONS AND ADDENDUMS.
 - ALL BIDS AND LINE ITEM COSTS SUBMITTED BY THE CONTRACTOR IN CONJUNCTION WITH HIS SUBCONTRACTORS ARE CONSIDERED TO INCLUDE COMPLETE COORDINATION BETWEEN THE VARIOUS DISCIPLINES AS WELL AS ALL OTHER REQUIREMENTS OF THESE CONSTRUCTION DOCUMENTS, INCLUDING BUT NOT LIMITED TO CODE AND PUBLIC UTILITY REQUIREMENTS. FURTHER, WHERE THERE ARE CONFLICTING SOLUTIONS IN THE CONSTRUCTION DOCUMENTS AND BID OR LINE ITEM COST IS SUBMITTED BY THE CONTRACTOR WITHOUT ANY FORMAL WRITTEN REQUEST FOR CLARIFICATION PRIOR TO BID OPENING, ALL SUCH ITEMS WILL BE CONSIDERED TO INCLUDE THE MOST EXPENSIVE OF THE POSSIBLE SOLUTIONS DEPICTED IN THE CONSTRUCTION DOCUMENTS.
 - MODIFICATIONS OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE ARCHITECT AND OWNER.
- ALL WORK SHALL CONFORM WITH THE CALIFORNIA BUILDING CODE (C.B.C.) 2020 AND ALL OTHER STATE AND LOCAL ORDINANCES.
- CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CHANGE ORDERS APPROVED BY THE ARCHITECT.
- THE CONTRACTOR SHALL NOT COMMENCE THE WORK, IN PART OR IN FULL, PRIOR TO OBTAINING THE NOTICE-TO-PROCEED (NTP) FROM CITY OF MOORPARK.
- CONTRACTOR SHALL VISIT THE SITE TO INVESTIGATE AND VERIFY ALL DIMENSIONS AND EXISTING SITE CONDITIONS AT JOB SITE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OR BIDDING. ALL QUESTIONS SHALL BE SENT TO ARCHITECT.
- ALL DIMENSIONS INDICATED ARE BELIEVED TO BE ACCURATE, BUT ARE NOT GUARANTEED TO BE SO. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT. COORDINATE WITH EXISTING CONDITIONS WHERE INSUFFICIENT DETAIL DIMENSIONS ARE AVAILABLE. ALL DIMENSIONS ARE TO FINISHED FACE OF CONSTRUCTION OR CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE. DIMENSIONS NOTED AT "CLR" (CLEAR) ARE NOT ADJUSTABLE WITHOUT ARCHITECT'S APPROVAL.
- DIMENSIONS SHOWN SHALL HAVE PREFERENCE OVER SCALE.
- ALL ITEMS INCLUDING BUILDINGS SHOWN ARE NEW UNLESS NOTED AS EXISTING (E).
- CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES TO PROTECT EXISTING PIPELINES AND UTILITIES THAT ARE TO REMAIN IN SERVICE. CONTRACTOR SHALL VERIFY THAT THOSE PIPELINES AND UTILITIES TO BE REMOVED HAVE BEEN DISCONNECTED, SHUT DOWN OR ABANDONED PRIOR TO ATTEMPTING REMOVAL OR DEMOLITION IN A MANNER TO AVOID ANY DISRUPTION OF EXISTING FACILITIES.
- CONTRACTOR SHALL PROTECT ALL SURFACES & FIXTURES TO REMAIN DURING DEMOLITION AND CONSTRUCTION.
- ALL DAMAGE DONE TO EXISTING CONSTRUCTION AS A RESULT OF DEMOLITION OR INSTALLATION SHALL BE COMPLETELY REPAIRED BY CONTRACTOR AT NO COST TO OWNER. REPAIRED WORK SHALL MATCH EXISTING CONSTRUCTION.
- WHERE PATCHES ARE REQUIRED IN EXISTING, SURFACES ADJACENT MATERIAL SHALL BE MATCHED IN TEXTURE AND FINISH.
- "DEMOLISH" AND "REMOVE" SHALL MEAN TO DEMOLISH, REMOVE FROM THE SITE AND DISPOSE OF IN A LEGAL MANNER UNLESS NOTED OTHERWISE. TERMINATE PIPING BELOW SUBSTRATE FOR PATCHING. ELECTRICAL WIRE DISCONNECT SHALL BE AT THE SOURCE OF POWER.
- ALL WORK, INCLUDING REMOVAL OF EXISTING WORK, SHALL BE PERFORMED IN A MANNER THAT MINIMIZES THE AMOUNT OF NOISE, DUST, TRAFFIC AND/OR OTHER FORMS OF DISTURBANCES IN COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES SO THAT THE PUBLIC, USERS AND STAFF, AS WELL AS OTHER OCCUPIED AREAS OF THE SCHOOL ARE SUBJECTED TO AS LITTLE DISRUPTION AS REASONABLY POSSIBLE.
- ROUTES OF INGRESS AND EGRESS FOR MATERIALS AND WORKMEN, AND LIMITS OF THE PROJECT AREA WILL BE DESIGNATED BY THE OWNER. THE CONTRACTOR SHALL CONFINE HIS ACTIVITIES WITHIN SUCH LIMITS. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ADEQUATE SAFETY AND DUST BARRIERS IN THE SITE, ACROSS CORRIDORS AND ELSEWHERE AS REQUIRED.
- CONTRACTOR SHALL THOROUGHLY CLEAN AND SECURE THE AREA OF CONSTRUCTION AFTER EACH DAY OF WORK. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL CONSTRUCTION DEBRIS OFF SITE.
- SHUT DOWN OF EXISTING AND OPERATING PLUMBING, MECHANICAL AND ELECTRICAL SYSTEMS OR PORTIONS THEREOF SHALL BE COORDINATED IN ADVANCE WITH THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE FIRE RATING CONTINUITY OF STRUCTURE, WALLS, FLOOR AND CEILINGS INTERRUPTED BY THE WORK OF ALL TRADES. THIS INCLUDES, BUT IS NOT LIMITED TO, FIRE RATED ENCLOSURES AT THE CEILING AND WALLS OF CORRIDORS AND STORAGE ROOMS, DUCT SHAFTS.
- GENERAL CONTRACTOR SHALL PROVIDE TEMPORARY EIGHT (8) FEET HIGH CHAIN LINK FENCE BARRICADES AT WORK AREAS, OWNER APPROVED STORAGE AREAS AND WHEREVER NECESSARY TO MAINTAIN A SAFE PASSAGE AND SAFE ENVIRONMENT.
- IN CASE OF CONFLICT, THE MORE EXPENSIVE CONSTRUCTION MEANS AND METHOD SHALL BE USED.
- SALVAGED PRODUCTS SAVED FOR OWNER AS A RESULT OF DEMOLITION ACTIVITY AND/OR PRODUCTS STORED FOR USE IN CONSTRUCTION SHALL BE STORED IN A MANNER SUCH THAT NO MATERIALS ARE DAMAGED AND PUBLIC SAFETY IS MAINTAINED.
- ALL SALVAGEABLE MATERIALS AND EQUIPMENT TO BE REMOVED SHALL REMAIN THE SOLE PROPERTY OF THE OWNER. THE CONTRACTOR SHALL CONSULT WITH THE OWNER CONCERNING STORAGE AND/OR DISPOSAL OF SUCH EQUIPMENT. OWNER HAS FULL SALVAGE RIGHTS. ALL REMOVED MATERIALS OTHER THAN ITEMS TO BE SALVAGED, OR REUSED SHALL BECOME CONTRACTOR'S PROPERTY AND SHALL BE REMOVED FROM THE PROJECT SITE.
- THE PROVISIONS OF CFC CHAPTER 33 AND CBC CHAPTER 33 SHALL BE ENFORCED ON THIS PROJECT.
- UNLESS SPECIFICALLY NOTED OTHERWISE IN THESE DRAWINGS, ALL EXISTING CONDITIONS SHALL REMAIN AS-IS.

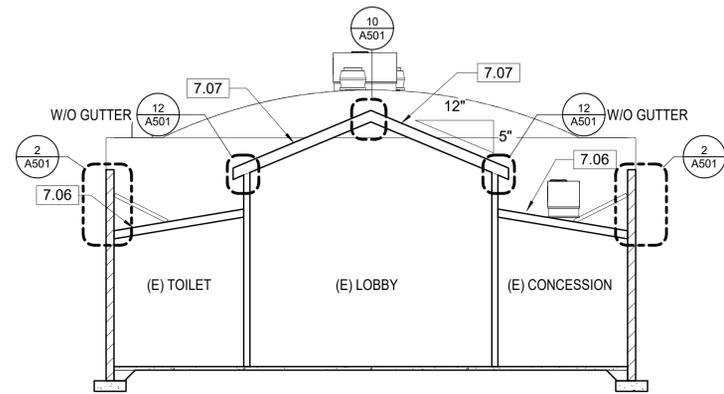


1 SITE PLAN
1" = 50'-0"

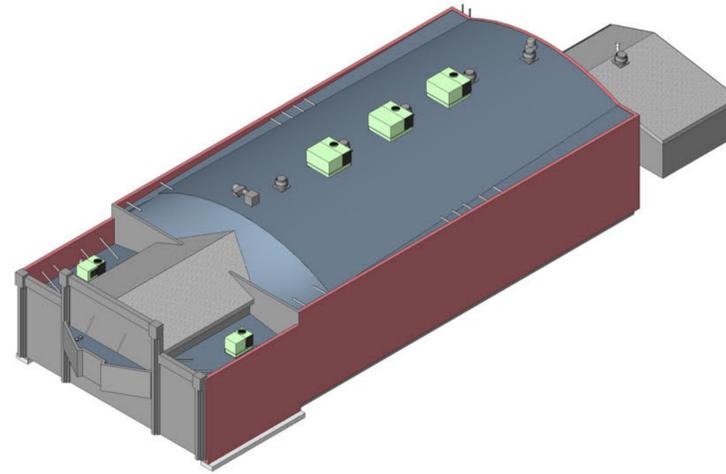
VICINITY MAP



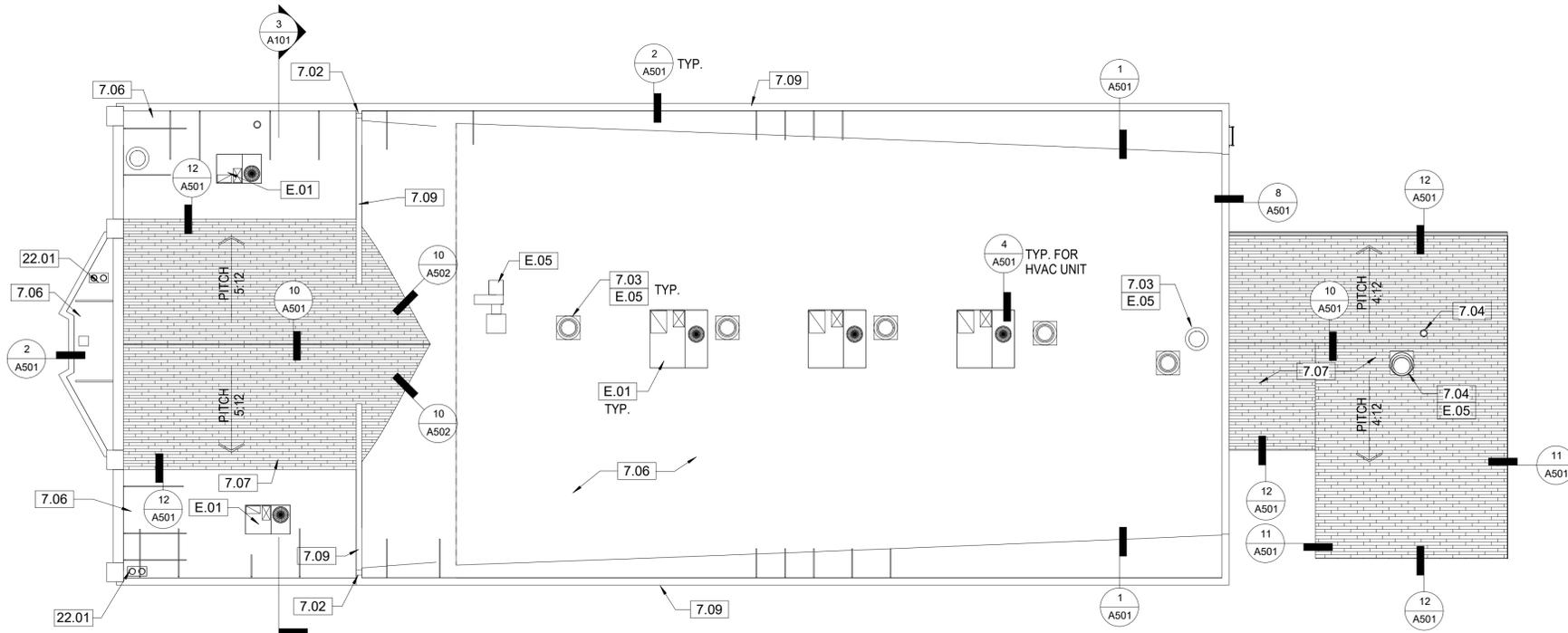
N.T.S.



3 CROSS SECTION - LOBBY ROOF PROFILE
1/8" = 1'-0"



2 AXONOMETRIC VIEW



1 ROOF NEW CONSTRUCTION PLAN
1/8" = 1'-0"

EXISTING KEYNOTES

- E.01 REMOVE & PROTECT (E) HVAC UNIT TO BE REUSED
- E.05 REMOVE & PROTECT (E) EXHAUST FAN TO BE REUSED

KEYNOTES

- 7.02 SCUPPER FLASHING
- 7.03 (N) FLASHING FOR PENETRATION AT PVC ROOF
- 7.04 (N) FLASHING FOR PENETRATION AT ASPHALT SHINGLE ROOF
- 7.06 (N) PVC SINGLE-PLY ROOFING MEMBRANE
- 7.07 (N) ASPHALT SHINGLES
- 7.09 (N) METAL COPING, PAINT TO MATCH (E)
- 22.01 (N) ROOF DRAIN AND OVERFLOW DRAIN

GENERAL NOTES

1. ALL EXISTING ROOF MATERIALS SHALL BE REMOVED TO THE DECK.
2. CONTRACTOR IS TO PLAN FOR, AND INCLUDE IN BID, DISPOSAL OF DAMAGED PLYWOOD AND REPLACEMENT OF 500 S.F. OF PLYWOOD.
3. FOR FLASHING AT PARAPET CORNERS, SEE DETAILS 1/A502 AND 2/A502.
4. SEE 3/A502 FOR PVC LAPPING DETAIL.



CITY OF MOORPARK
799 MOORPARK AVENUE
MOORPARK, CALIFORNIA 93021
(805) 517-6200

PROJECT TITLE

**HIGH STREET
ARTS CENTER
REROOFING**

45 E. HIGH STREET
MOORPARK, CALIFORNIA 93021

COMMISSIONED ARCHITECT



**AMADOR WHITTLE
ARCHITECTS, INC.**

28328 AGOURA ROAD, SUITE 203
AGOURA HILLS, CA 91301
(805) 530-3938 | (818) 874-0071

CONSULTANT

STAMPS/SEALS



100% SUBMITTAL

SHEET TITLE:

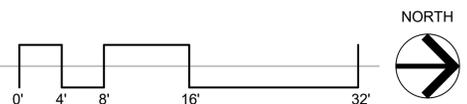
**ROOF NEW
CONSTRUCTION
PLAN**

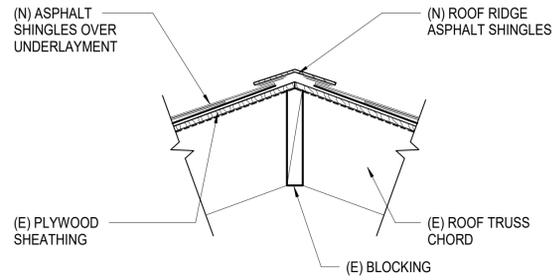
PROJECT NO.	19-COM-001	PROJECT ARCHT.	MJQ
DRAWN	MJQ	CHECKED	MJQ / WJA

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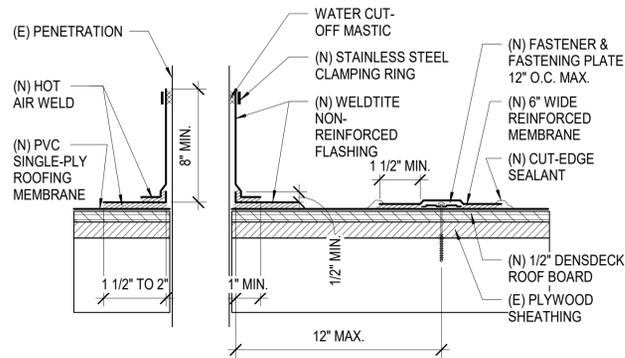
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DATE: 03/16/20 SHEET: ___ OF ___

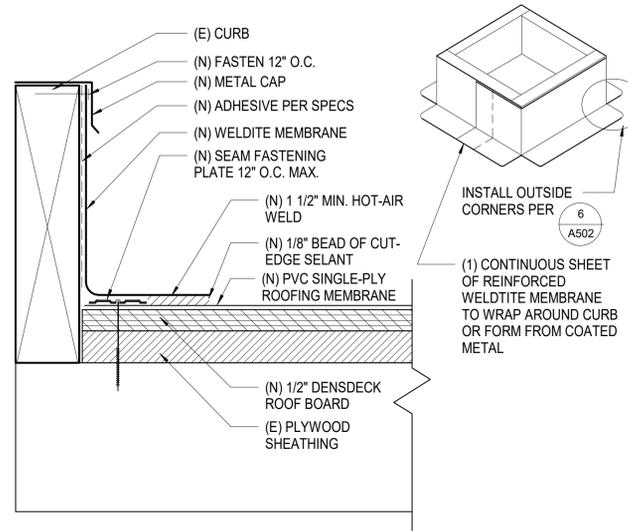




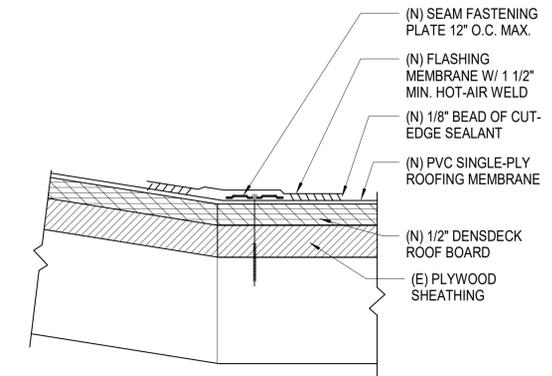
10 ROOF RIDGE DETAIL
1 1/2" = 1'-0"



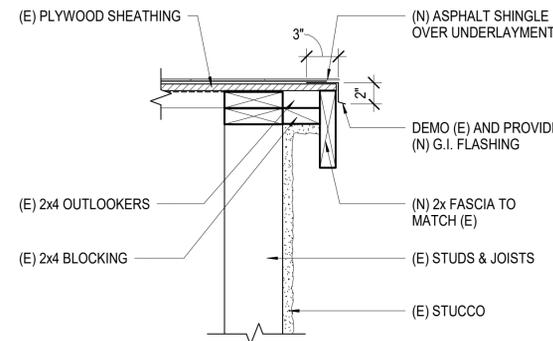
7 PENETRATION FLASHING
3" = 1'-0"



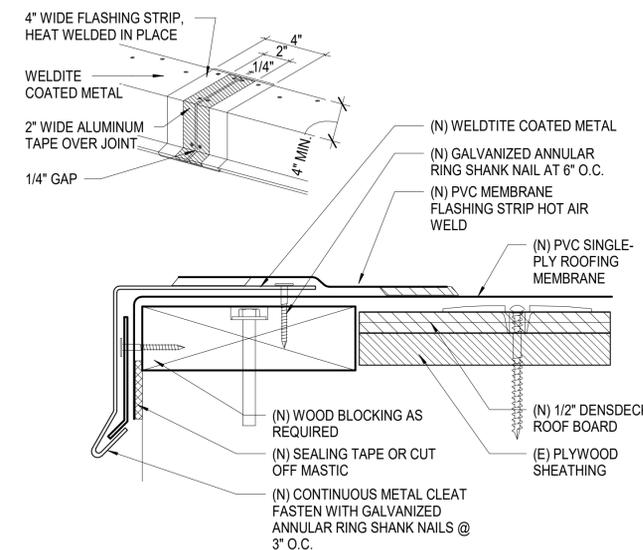
4 MANUFACTURED CURB FLASHING
6" = 1'-0"



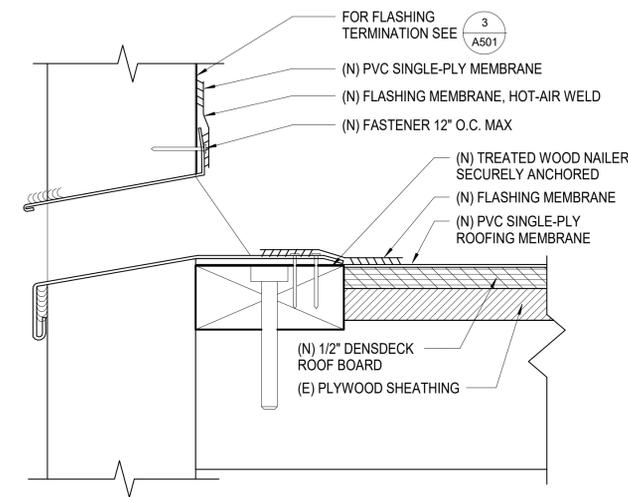
1 FLASHING SLOPE TRANSITION
6" = 1'-0"



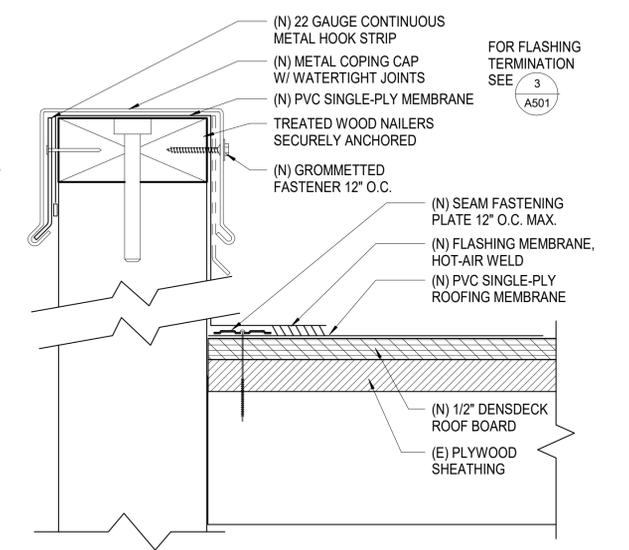
11 RAKE DETAIL
1 1/2" = 1'-0"



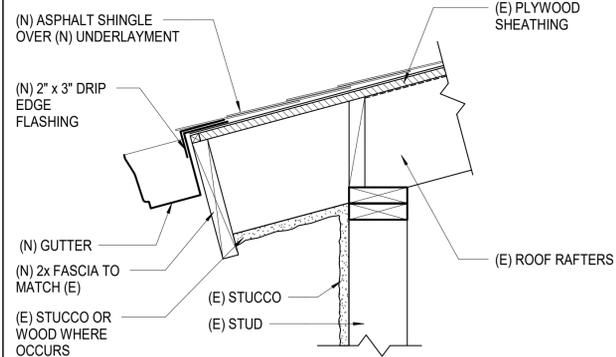
8 METAL EDGE DETAIL
6" = 1'-0"



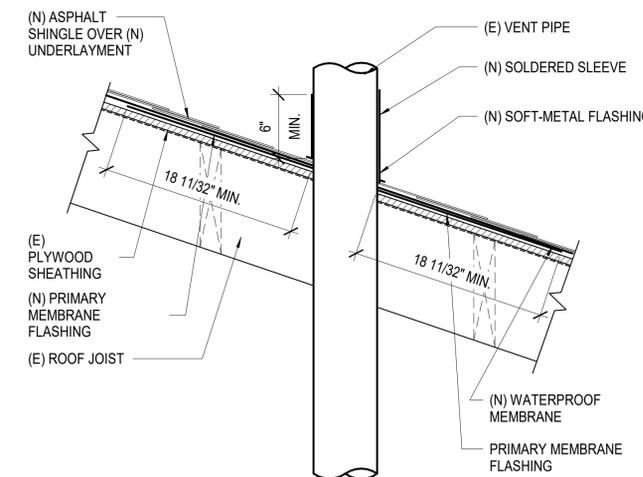
5 SCUPPER DETAIL
6" = 1'-0"



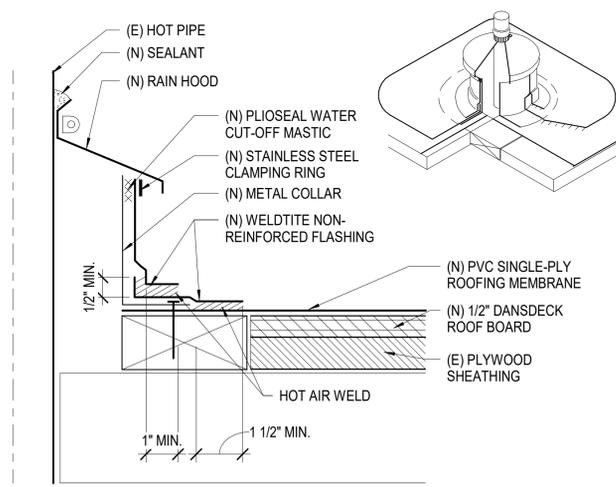
2 PARAPET WALL FLASHING DETAIL
6" = 1'-0"



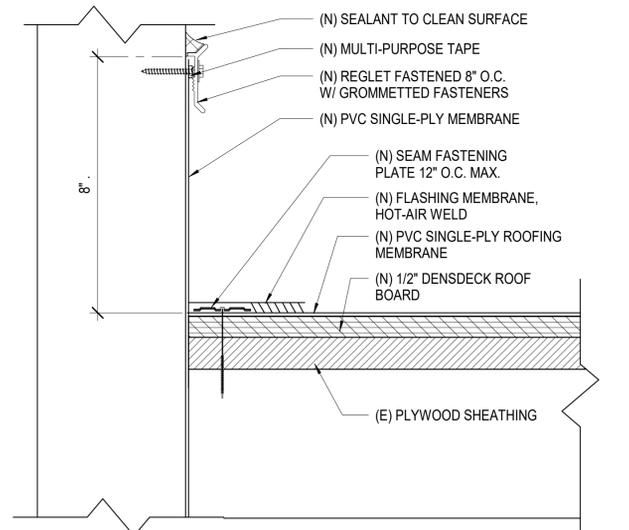
12 EAVE DETAIL
1 1/2" = 1'-0"



9 FLASHING AT PIPE PENETRATION
1 1/2" = 1'-0"



6 FIELD FABRICATED HOT PIPE
6" = 1'-0"



3 FLASHING TERMINATION
6" = 1'-0"



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PROJECT TITLE

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45 E. HIGH STREET
MOORPARK, CALIFORNIA 93021

COMMISSIONED ARCHITECT



AMADOR WHITTLE ARCHITECTS, INC.
28328 AGOURA ROAD, SUITE 203
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(805) 530-3938 | (818) 874-0071

CONSULTANT

STAMPS/SEALS



100% SUBMITTAL

SHEET TITLE:

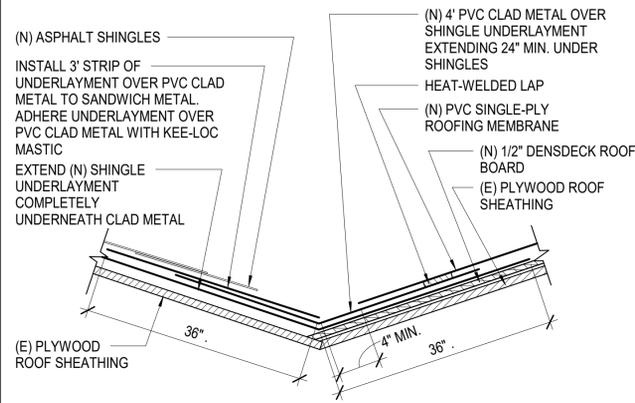
ROOF DETAILS

PROJECT NO.: 19-COM-001 PROJECT ARCH: MJQ
DRAWN: MJQ CHECKED: MJQ / WJA

SHEET NUMBER:

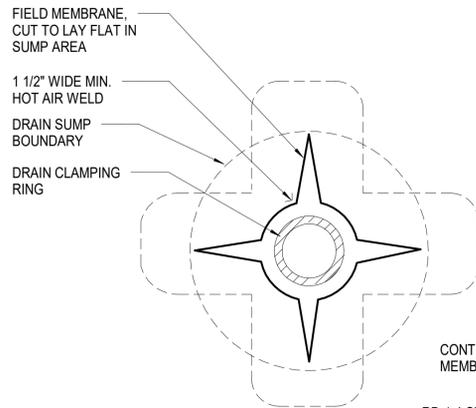
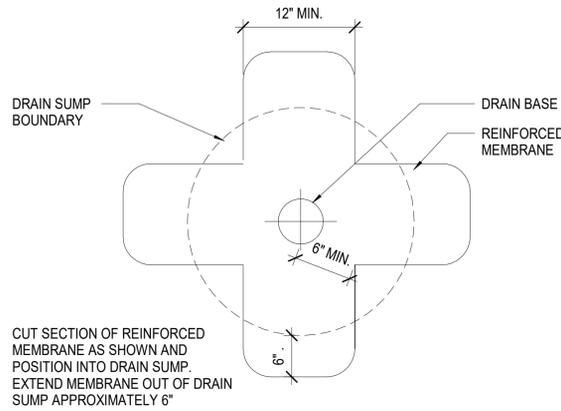
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DATE: 03/16/20 SHEET: OF

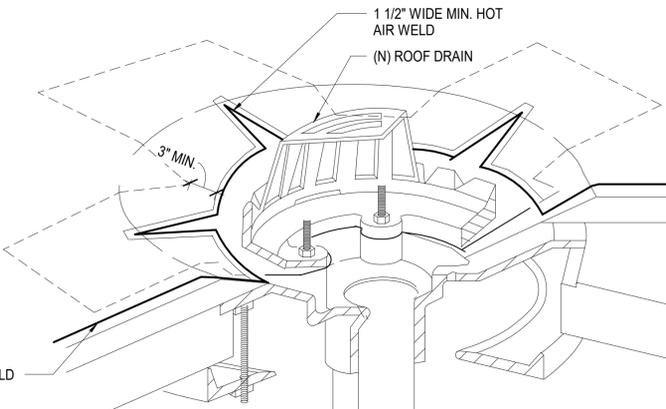
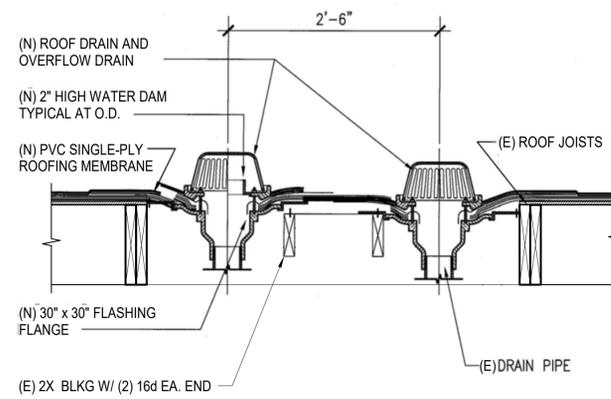


ASPHALT SHINGLE ROOF & PVC ROOFING AT VALLEY

10
1 1/2" = 1'-0"



EXTEND FIELD MEMBRANE ONTO MEMBRANE SECTION POSITIONED AT DRAIN SUMP AND CUT AS SHOWN TO LAY FLAT IN SUMP. HOT AIR WELD 1 1/2\"/>



RD-1: LOW PROFILE DURA-COAT CAST IRON BODY DOME STRAINER TYPE.

SMITH	ZURN	WATTS	MIFAB	JOSAM	OR EQUAL
1010Y-ERC-CID	Z-100-ERC-M	RD-300-F-D-K40	R1200-EU-M	21500-22	

RD-1A:

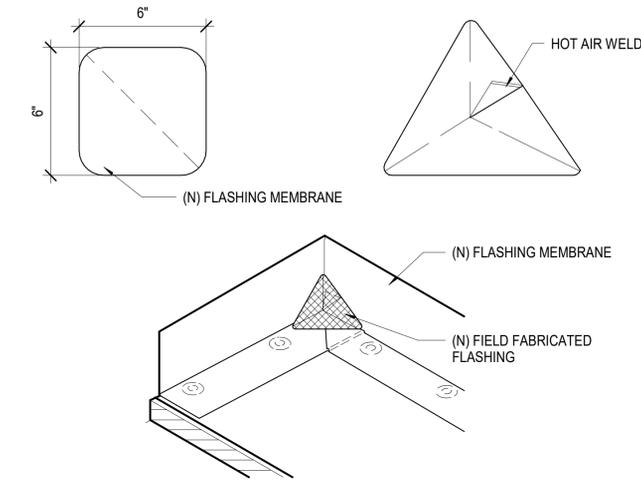
SMITH	ZURN	WATTS	MIFAB	JOSAM	OR EQUAL
1010Y-R-C-CID	Z100-89-RC-M	RD-300-D-K40	R1200-M-B-U	21500-17-22	

RD-2: CAST IRON BODY WITH STANDPIPE. (FOR OVERFLOW DRAIN)

SMITH	ZURN	WATTS	MIFAB	JOSAM	OR EQUAL
1080Y-ERC-CID	Z-100-89-ERC-M	RD-300-R-F-B-D-M	R1200-R-EU-M	21500-3-16-22	

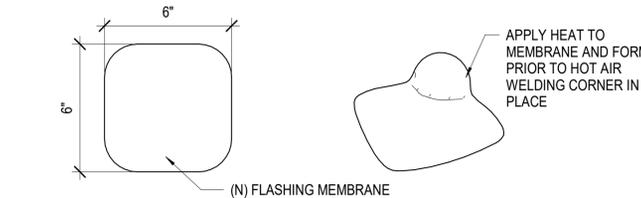
RD-2A:

SMITH	ZURN	WATTS	MIFAB	JOSAM	OR EQUAL
1080Y-R-C-CID	Z100-89-RC-M	RD-300-R-B-D-M	R1200-R-M-B-U	21500-3-17-22	



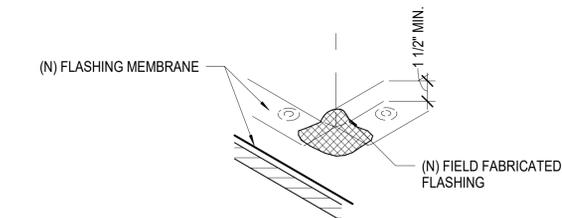
1 FIELD FABRICATED INSIDE CORNER

3" = 1'-0"



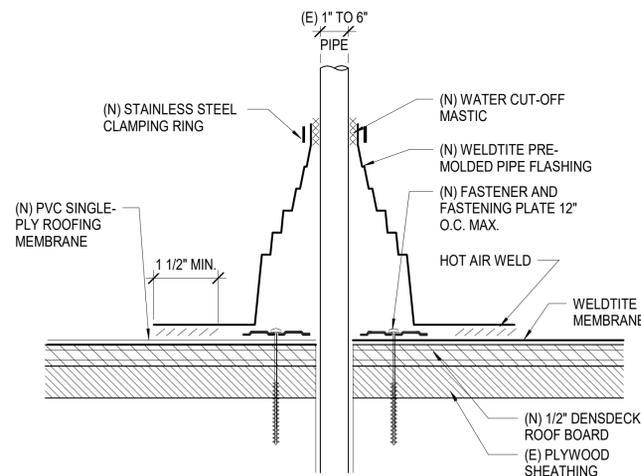
2 FIELD FABRICATED OUTSIDE CORNER

3" = 1'-0"



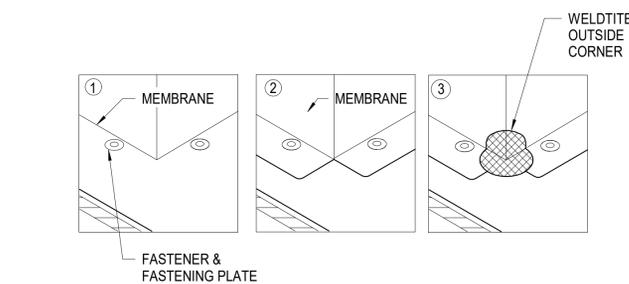
8 DRAIN DETAIL

1" = 1'-0"



9 PRE-MOLDED PIPE FLASHING

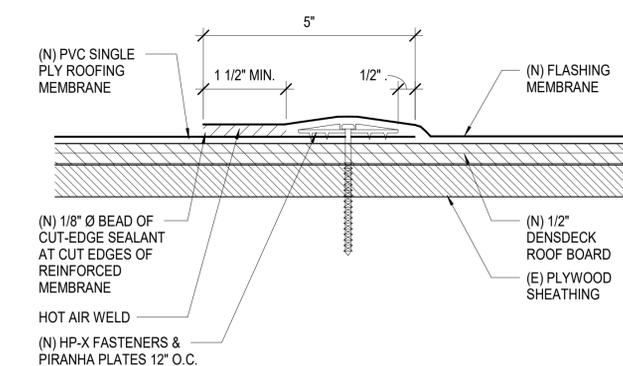
6" = 1'-0"



NOTES:
INSTALL FASTENING PLATES 6" FROM CORNER.
POSITIONING FASTENING PLATES 1/2" TO 1" FROM EDGE OF DECK MEMBRANE.
1/8" Ø BEAD OF CUT-EDGE SEALANT REQUIRED ON CUT EDGES OF REINFORCED MEMBRANE.

6 FLASHING OUTSIDE CORNER DETAIL

6" = 1'-0"



3 PVC LAP CROSS SECTION

6" = 1'-0"



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CONSULTANT

STAMPS/SEALS



100% SUBMITTAL

SHEET TITLE:

ROOF DETAILS

PROJECT NO.: 19-COM-001 PROJECT ARCH: MJQ
DRAWN: MJQ CHECKED: MJQ / WJA

SHEET NUMBER:

A502

DATE: 03/16/20 SHEET: ___ OF ___

TECHNICAL
SPECIFICATIONS
FOR THE
CITY OF MOORPARK

REROOFING

AT

HIGH STREET ARTS CENTER

45 E. High Street
Moorpark, CA 93021

Prepared by

AMADOR WHITTLE ARCHITECTS, INC.
28328 Agoura Road, Suite 203
Agoura Hills, California 91301

MARCH 2020

William J. Amador AIA, ARCHITECT

BIDDING DOCUMENTS

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SECTION 01 3300

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for submittals required for the Work, including but not limited to; Shop Drawings, Product Data, Samples, material lists, and quality control items.
- B. Throughout the Contract Documents, the minimum acceptable quality of materials, fabrication, and execution have been defined by the name and catalog number of a manufacturer and by reference of recognized industry standards.
- C. To ensure that specified products are furnished and installed in accordance with the design intent, procedures have been established for submittal of design data and for its review by ARCHITECT, OWNER and others.

1.02 RELATED REQUIREMENTS

- A. Section 01 7700: Contract Closeout.
- B. Section 01 7836: Warranties.

PART 2 – PRODUCTS (Not used)

PART 3 - EXECUTION

3.01 PROCEDURES

- A. CONTRACTOR is required to review and approve every submittal and shop drawing prior to transmittal and delivery to ARCHITECT. Should CONTRACTOR determine a submittal contains errors, or does not meet the requirements of the contract, CONTRACTOR shall immediately return the submittals and shop drawings to the producer and expedite the corrections prior to transmitting the submittal to ARCHITECT. Submittals shall not be used by CONTRACTOR to request clarifications or submit questions. CONTRACTOR will affix stamp to each submittal certifying CONTRACTOR has performed, at minimum, the following:
 - 1. Verified the submittal is complete in all respects and follows the requirements of the Contract Documents without variance.

2. Confirmed that no substitutions have been included. If substitutions are included, CONTRACTOR shall eliminate them from the submittal and process them in accordance with General Conditions.
 3. Identified any variances from the requirements of the Contract Documents and confirmed that the identified variance meets, but does not exceed the allowable limitations or tolerances as defined in these specifications.
 4. Verified that all submitted materials, dimensions and tolerances are compatible with existing or planned conditions of the Work in order to erect, fabricate, or install the submitted assembly in conformance with the requirements of the Contract Documents.
 5. Coordinated and verified that the dimensions match CONTRACTOR measured field or installation conditions.
 6. Coordinated and verified that the products of separate manufacturers required within any field produced assembly are compatible in all respects for such assembly.
 7. Packaged together all related submittals or shop drawings where such is necessary for a comprehensive ARCHITECT review.
- B. CONTRACTOR shall package each submittal appropriately for transmittal and handling. Transmittal format shall be as required by OWNER. CONTRACTOR shall transmit and deliver ONE ELECTRONIC set of each submittal or re-submittal to ARCHITECT in PDF format.
- C. After ARCHITECT'S review, ARCHITECT will transmit submittals to OWNER, CONTRACTOR, INSPECTOR and others as required. Work shall not commence, unless otherwise approved by OWNER, until approved submittals are transmitted to CONTRACTOR.
- D. CONTRACTOR shall clearly identify any deviations from the Contract Documents on each submittal. Any deviation not so noted even though stamped reviewed is not acceptable.
- E. CONTRACTOR shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities requiring sequential activity.
- F. Timing of Submittals:
1. The scheduling of submittals shall be sequenced to support the progress of the Work, and shall be:

- a. Submitted sufficiently in advance of construction, fabrication or installation in order to allow time for transmittal, review, modification, correction, (and resubmission and re-review when required.)
 - b. Phased with adequate time between submittals in order to allow for proper review by the ARCHITECT without negative impact to the Milestones Schedule.
3. In case of product substitution, Shop Drawing preparation shall not commence until such time as OWNER accepts or rejects the proposed substitution in accordance with the procedures described in the General Conditions.
- G. If required, resubmit submittals in a timely manner. Resubmit as specified for initial submittal but identify as such. Review times for re-submitted items shall be as per the time frames for initial submittal review.
- H. Shop Drawing preparation shall not commence until such time as CONTRACTOR receives Product Data acceptance.

3.02 SHOP DRAWINGS

- A. Shop Drawings are original drawings prepared by CONTRACTOR, Sub-contractor, supplier, or distributor illustrating some portion of Work by showing fabrication, layout, setting, or erection and shall not be based on reproduced Contract Documents or copied standard information.
- B. Produce Shop Drawings to an accurate scale that is large enough to indicate all pertinent features and methods. Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
- C. Shop Drawings shall include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.

5. Notation of dimensions established by field measurement.

3.03 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of Work or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, wiring diagrams, schedules, illustrations, or performance curves.
 1. Mark each copy to show or delineate pertinent materials, products, models, applicable choices, or options. Where Product Data includes information on several products that are not required, clearly mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 - g. Notation of dimensions and required clearances.
 - h. Indicate performance characteristics and capacities.

3.04 SAMPLES

- A. Procedure:
 1. Submit Samples of sufficient size, quantity, cured and finished and physically identical to the proposed product or material. Samples include partial or full sections or range of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches denoting color, texture, and/or pattern.
 - a. Mount or display Samples in the manner to facilitate review of qualities indicated. Include the following:

- 1) Specification section number and reference.
 - 2) Generic description of the Sample.
 - 3) Sampling source.
 - 4) Product name or name of manufacturer.
 - 5) Compliance with recognized standards.
 - 6) Availability and delivery time.
2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
- a. Where variations in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show the approximate limits of the variations.
 - b. Refer to other Specification sections for requirements for Samples that illustrate materials, fabrication techniques, assembly details, connections, operation, and similar construction characteristics.
 - c. Refer to other sections for Samples to be returned to CONTRACTOR for incorporation into the Work. Such Samples must be undamaged at time of installation. On the transmittal indicate special requests regarding disposition of Sample submittals.
 - d. Samples not incorporated into the Work, or otherwise not designated as Owner property, remain the property of CONTRACTOR and shall be removed from the Project site prior to Substantial Completion.
3. Color and Pattern: Whenever a choice of color or pattern is available in a specified product, submit accurate color chips and pattern charts to OWNER for review and selection.
4. Number Required: Submit six, minimum, of each. Two will be returned to CONTRACTOR.
- B. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of the Work. Sample sets may be used to obtain final acceptance of the Work associated with each set.

3.05 QUALITY CONTROL SUBMITTALS

- A. Submit quality control submittals, including design data, certifications, manufacturer's field reports, and other quality control submittals as required under other sections of the Contract Documents.
- B. When other sections of the Contract Documents require manufacturer's certification of a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
- C. Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the represented company.
- D. Requirements for submittal of inspection and test reports are specified in other sections of the Contract Documents.

END OF SECTION

SECTION 01 7700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. This Section includes administrative and procedural requirements for Contract Closeout, including but not limited to, the following:

1. Inspection procedures.
2. Project record documents submittal.
3. Operation and maintenance manual submittal.
4. Final cleaning.

1.02 RELATED REQUIREMENTS:

1. Section 01 3300 - Submittal Procedures.
2. Section 01 7836 - Warranties.

PART 2 – PRODUCTS (Not used)

PART 3 - EXECUTION

3.01 SUBSTANTIAL COMPLETION

A. Inspection Procedures: On receipt of the Request For Certificate of Substantial Completion, OWNER will authorize commencement of final observation. OWNER, CONTRACTOR and ARCHITECT will inspect the Work.

1. If after inspection of the Work, OWNER does not consider the Work substantially complete, OWNER will notify CONTRACTOR.
2. If after inspection, OWNER considers the Work substantially complete, ARCHITECT shall prepare a comprehensive Punch List of items to be corrected.
 - a. ARCHITECT may repeat inspection to assure the Work is corrected.

- b. Results of the completed inspection will form a partial basis of the requirements for Release of Retention.

3.02 ADMINISTRATIVE CLOSEOUT

- A. Re-inspection Procedures: OWNER, CONTRACTOR and ARCHITECT may inspect the Work upon notice, including final inspection of Punch List items from earlier inspections, has been corrected, except for items whose completion is delayed under circumstances acceptable to OWNER.
 1. OWNER has the right to preclude CONTRACTOR from Punch List correction and documents submittals after the Contract Completion date; unless OWNER elects to authorize CONTRACTOR to extend Administrative Contract duration. CONTRACTOR will be assessed actual cost for the unsettled items. Withholds amounts exceeding actual costs to correct or to obtain deliverable will be released.
 2. If allowed by the OWNER, re-inspection will be repeated, but may be assessed against CONTRACTOR if OWNER is subject to additional professional service and or additional costs of inspection.

3.03 PROJECT RECORD DOCUMENT SUBMITTAL

- A. General: Do not use project record documents for construction purposes. Protect record documents from deterioration and loss. Provide access to record documents for ARCHITECT and OWNER reference during normal working hours. Project record document shall be updated on a weekly basis. Prior to submitting each application for payment, secure OWNER and ARCHITECT approval of project record documents.
- B. Record Drawings: Maintain a clean, undamaged set of prints of Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark the Drawing that is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Drawings. Provide detailed and accurate field dimensions for concealed elements that would be difficult to measure and record at a later date.
 1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work. Date and number entries in the same format as submitted. Call attention to entry by a “cloud” around the affected areas.
 2. Mark new information important to OWNER but was not shown on Drawings or Shop Drawings.
 - 3.

4. Note related Change Order numbers where applicable. RFI submissions shall be referenced on each affected sheet, Drawing and Shop Drawing.
 5. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
 6. Prior to Contract Completion of the Work, review of the project record drawings by ARCHITECT; prepare and submit a final PDF set of project record drawings to ARCHITECT.
- C. Record Specifications: Maintain two complete copies of the Specifications, including Addenda. Include with the Specifications two copies of other written Contract Documents, such as Change Orders issued during construction.
1. Mark these record documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 2. Give particular attention to substitutions and selection of options and information on concealed Work that cannot otherwise be readily discerned later by direct observation.
 3. Note related record document information with Product Data.
 4. Prior to Contract Completion of the Work, submit record Specifications to ARCHITECT for OWNER records.
- D. Record Product Data: Maintain two copies of each Product Data submittal. Note related Change Orders and mark-up of record drawings and Specifications.
1. Mark these documents to illustrate significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the Project site and from the manufacturer's installation instructions and recommendations.
 2. Provide detailed and accurate information regarding concealed products and portions of Work that cannot otherwise be readily discerned later by direct observation.
 3. Prior to Contract Completion, submit complete set of record Product Data to ARCHITECT for OWNER records.
- E. Record Samples: Immediately prior to Substantial Completion, CONTRACTOR shall meet with ARCHITECT and OWNER at the Project site to determine which Samples are to be transmitted to OWNER for record purposes. Comply with OWNER instructions regarding delivery to OWNER storage area.

- F. Miscellaneous Records: Refer to other Specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Prior to the date of Contract Completion, complete and compile miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to Architect for OWNER records.

3.04 OPERATION AND MAINTENANCE:

- A. Operation and Maintenance Instructions: Prior to Substantial Completion, arrange for each installer of equipment that requires regular operation and maintenance to meet with designated OWNER personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals.
2. Warranties and bonds.
3. Maintenance agreements and similar continuing commitments.

3.05 FINAL CLEANING

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for a certificate of Substantial Completion.
 - a. Remove labels that are not permanent labels.
 - b. Clean exposed exterior and interior hard-surfaced finished to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - c. Clean the Project site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.

END OF SECTION

SECTION 01 7836

WARRANTIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for warranties, including manufacturers and installer's standard warranties on products and special product warranties.
 - 1. Refer to the General Conditions for terms of the guarantee period for the Work.

1.02 RELATED REQUIREMENTS

- A. Section 01 7700 - Contract Closeout.

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION

3.01 WARRANTY REQUIREMENTS

- A. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties shall not relieve CONTACTOR of the warranty of the Work incorporating such materials, products, and equipment. Manufacturer's disclaimers and limitations on warranties do not relieve suppliers, manufacturers, installers, and Subcontractors of the requirement to countersign special warranties with CONTRACTOR.
- B. Standard warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to OWNER.
- C. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for OWNER.
- D. Related Damages and Losses: When correcting failed or defective warranted Work, remove and replace Work that has been damaged as a result of such failure or which must be removed and replaced to provide access for correction of warranted Work.

- E. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement with the reinstated warranty equal to the original warranty.
- F. Replacement Cost: Upon determination the Work covered by a warranty has failed and/or is defective, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. CONTRACTOR is responsible for the cost of replacing or rebuilding defective Work regardless of whether OWNER has benefited from use of the Work through a portion of its anticipated useful service life.
- G. OWNER Recourse: Expressed warranties made to OWNER are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which OWNER can enforce such other duties, obligations, rights, or remedies.
- H. Rejection of Warranties: OWNER reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- I. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, OWNER reserves the right to refuse to accept the Work until CONTRACTOR presents evidence the entities required to countersign such commitments have done so.

3.02 SUBMITTALS

- A. Submit written preliminary warranties prior to Substantial Completion and final warranties prior to Contract Completion. If the certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, submit written warranties as set forth in the certificate of Substantial Completion.
 - 1. When a designated portion of the Work is partially used and/or occupied by OWNER, submit properly executed warranties to ARCHITECT within fifteen days of the Partial Use or Occupancy of the designated portion of the Work.
- B. When the Contract Documents require CONTRACTOR, or CONTRACTOR and a Subcontractor, installer, supplier or manufacturer to execute a special warranty, prepare a written document containing appropriate terms and identification, ready for execution by the required parties. Submit a draft to OWNER, through the ARCHITECT, for approval prior to final execution.

- C. Form of Submittal: Prior to Contract Completion, compile two copies of each required final warranty properly executed by CONTRACTOR, or by CONTRACTOR and Subcontractor, installer, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the Specifications.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable three ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½ by 11 paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the item or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the installer.
 - 2. Identify each binder on the front and spine with the typed or printed title “WARRANTIES,” Project title and/or name, and name of CONTRACTOR.
 - 3. When warranted Work requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

END OF SECTION

SECTION 02 4116

DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Furnishing labor, materials and equipment necessary for demolition, dismantling, cutting and alterations as indicated, specified, or required for completion of the Work. Includes items such as the following:
1. Protection of existing improvements to remain.
 2. Cleaning existing improvements to remain.
 3. Disconnecting and capping utilities.
 4. Removing debris, waste materials, and equipment.
 5. Removal of items for performance of the Work.
 6. Salvageable items to be retained by the Owner.
- B. Related Requirements:
1. Division 01 - General Requirements.

1.02 QUALITY ASSURANCE

- A. Perform the Work of this section by workers skilled in the demolition of buildings and structures. Perform the Work of this section under direct superintendence at all times.
- B. Prior to commencement of Work, schedule a walkthrough with the OAR, to confirm Owner property items have been removed from scheduled Work areas. Identify and mark remaining property items and schedule their removal.
- C. Coordinate demolition for the correct sequence, limits, and methods. Schedule demolition Work to create least possible inconvenience to the public and facility operations.
- D. Related Standard: ANSI/ASSE A10.6.

1.04 PROJECT CONDITIONS

- A. Drawings may not indicate in detail all demolition Work to be performed. Examine existing conditions to determine the full extent of required demolition.
- B. Repair damage to existing improvements or damage due to excessive demolition.

- C. Provide all measures to avoid excessive damage from inadequate or improper means and methods, improper shoring, bracing or support.
- D. If conditions are encountered that varies from those indicated, promptly notify the Architect for clarification before proceeding.

PART 2 - PRODUCTS

2.01 HANDLING OF MATERIALS

- A. Items scheduled for salvage by the Owner shall be delivered to a location designated by the OWNER. Items shall be cleaned, packaged and labeled for storage.
- B. Items scheduled for reuse shall be stored on the Project site and protected from damage, theft and other deleterious conditions.

PART 3 - EXECUTION

3.01 GENERAL

- A. Protection:
 - 1. Do not commence demolition until safety partitions, barricades, warning signs and other forms of protection are installed.
 - 2. Provide safeguards, including warning signs, lights and barricades, for protection of workers, occupants, and the public.
- B. If safety of existing construction appears to be endangered, take immediate measures to correct such conditions; cease operations and immediately notify the OWNER.

3.02 DEMOLITION

- A. Do not throw or drop materials. Furnish ramps or chutes as required by the Work.
- B. Remove existing construction only to extent necessary for proper installation of Work and interfacing with existing construction. Cut back finished surfaces to straight, plumb or level lines as required for a smooth transition.
- C. Where openings are cut oversize or in improper locations, replace or repair to required condition.

3.03 CUTTING EXISTING CONCRETE

- A. Cutting of existing concrete shall be performed by skilled workers familiar with the requirements and space necessary for placing concrete. Perform concrete cutting with concrete cutting wheels and hand chisels. Do not damage concrete intended to remain.
- B. Extent of cutting of structural concrete shall be as indicated on Drawings. Cutting of non-structural concrete shall be as indicated on Drawings or as reviewed by the Architect or structural engineer. Replace concrete demolished in excess of amounts indicated.

- C. Prior to cutting or coring concrete, determine locations of hidden utilities or other existing improvements and provide necessary measures to protect them from damage.

3.04 REMOVAL OF OTHER MATERIALS

- A. Masonry: Cut back to joint lines and remove mortar without damaging units to remain. Allow space for repairs to backing where applicable.
- B. Woodwork: Cut or remove to a joint or panel line.
- C. Roofing: Remove as required, including accessory components such as insulation and flashings. At penetrations through existing roofing, trim cut edges back to sound roofing with openings restricted to the minimum size necessary to receive Work.
- D. Sheet Metal: Remove back to joint, lap, or connection. Secure loose and unfastened ends or edges and provide a watertight condition. Re-seal as required.
- E. Plaster: Saw cut plaster on straight lines, leaving a minimum 2-inch width of firmly attached metal lath for installing new lath and plaster.
- F. Remove existing improvements not specifically indicated or required but necessary to perform Work. Cut to clean lines, allowing for installation of Work.

3.06 PATCHING

- A. Patch or repair materials to remain when damaged by the performance of the Work of this section. Finish material and appearance of patch and/or repair Work shall match existing.

3.07 CLEANING

- A. Clean existing materials to remain with appropriate tools and equipment.
- B. Protect existing improvements during cleaning operations.
- C. Debris shall be dampened by fog water spray prior to transporting by truck.
- D. Debris pick-up area shall be kept broom-clean and shall be washed daily with clean water.
- E. Remove waste and debris, other than items to be salvaged. Turn over salvaged items to Owner, or store and protect for reuse where required. Continuously clean up and remove items as demolition Work progresses.
- F. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

SECTION 06 1000
ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Rough carpentry Work.
- B. Related Requirements:
 - 1. Division 01 - General Requirements

1.02 SYSTEM DESCRIPTION

- A. Regulatory Requirements:
 - 1. Work of this Section shall comply with CBC Chapter 23.

1.03 QUALITY ASSURANCE

- A. Comply with the following as a minimum requirement:
 - 1. Redwood structural and framing lumber shall be graded in accordance with Standard Specifications for Grades of California Redwood Lumber of the Redwood Inspection Service.
 - 2. Douglas fir, larch or hemlock structural and framing lumber shall be graded in accordance with the Standard Grading Rules of the West Coast Lumber Inspection Bureau (WCLIB) or the Western Lumber Grading Rules of the Western Wood Products Association (WWPA).
 - 3. Plywood shall conform to requirements of Product Standard PS 1, and shall be grade marked by a recognized grading agency (APA and PTL).
- B. Lumber shall bear official grade mark of the association under whose rules it was graded or official grade mark of another recognized grading agency.
- C. Structural and framing members 2-inch thick (nominal) and larger shall be air-dried to moisture content not to exceed 19 percent before installation.
- D. Each piece of preservative treated lumber shall be identified by the Quality Mark of an approved inspection agency in accordance with CBC Chapter 23.

E. Lumber showing visible signs of mold growth:

1. Lumber showing visible signs of mold growth shall be removed from the project site or cleaned as outlined below.
2. The contractor is responsible for all costs associated with cleaning, post-cleaning testing, and reporting for lumber with mold.
 - a. Lumber that shows visible signs of mold growth prior to, or after installation, shall be cleaned pursuant to the current edition of USEPA’s guidance publication “Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001).
 - b. A minimum of 10 percent of the total locations cleaned must be sampled (tape lift method) post cleaning to ensure cleaning effort was successful. Cleaning will be considered acceptable when tape lift sample results evaluated by direct microscopic examination determine that the general abundance of mold is non-detect or rare (normal trapping to 1+).
 - c. Cleaned lumber shall not be installed or enclosed by finish materials until approval of test results. Cleaned lumber must meet moisture content requirements as required elsewhere in this specification prior to installation or application of finishes.

1.04 STORAGE, HANDLING AND PROTECTION

- A. The materials supplied as part of the Work of this section shall be protected from exposure to inclement weather before being covered by other Work.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Lumber: Structural and framing lumber shall be of following species and grades:

	<u>INSTALLATION</u>	<u>SPECIES</u>	<u>GRADE</u>
1.	Roof sheathing and ceiling furring	Douglas fir and larch	Construction Board, WCLIB; WWPA
2.	Framing lumber (2 to 4-inch thick, 5-inch and wider).	Douglas fir and Larch	No. 1 or better Structural Joists and Planks, WCLIB; WWPA.

- | | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------------------------------------------------|
| 3. | Sills or plates installed on concrete or masonry surfaces 6 inches or less above earth or finish grade. | Douglas fir and Larch Treated | Same as subparagraph 2 and Construction Light Framing WCLIB, WWPA |
| 4. | Sills, foundation plates and sleepers installed on concrete, masonry foundations, or installed on concrete slab in direct contact with earth. | Douglas fir and Larch treated | Same as subparagraph 2 and Construction Light Framing WCLIB, WWPA |
| 5. | Miscellaneous nailing strips and blocks embedded in concrete or masonry. | Douglas fir and Larch treated | Same as subparagraph 2 and Construction Light Framing WCLIB, WWPA. |
- B. Plywood: Plywood furnished for structural purposes, when exposed outdoors, shall be exterior type plywood. Other plywood furnished for structural purposes shall be exterior type, or Exposure 1.
- C. Adhesive: Elastomeric adhesive – follow manufacturer’s installation instructions. Product must be approved by OWNER Office of Environmental Health and Safety and conform to ASTM D 3498 or APA-AFG-01.
- D. Preservative Treated Wood:
1. Wood and plywood specified; as treated wood shall be pressure treated wood in accordance with CBC requirements.
 2. Seasoning: Treated lumber shall be air seasoned after treatment, for a minimum of two weeks before installation. Moisture content shall be 15 percent maximum.
 3. Creosote or arsenic is not permitted for treating wood.
 4. When treated wood member have been notched, dapped, drilled, or cut, such newly cut surfaces shall be painted with a heavy coat of the same preservative material originally provided for treatment of wood member.

PART 3 - EXECUTION

3.01 FASTENINGS

- A. Nails and Spikes:
1. Furnish only common wire nails or spikes whenever indicated, specified or required.

2. Whenever necessary to prevent splitting, holes shall be pre-drilled for nails and spikes.
3. Nails in plywood shall not be overdriven.
4. Machine Applied Nailing: Use of machine nailing is subject to a satisfactory Project site demonstration for each Project and approval by the Architect or structural engineer retained by the Architect as an Architect Consultant and DSA. Installation is subject to continued satisfactory performance. Machine nailing is not permitted for 5/16 inch plywood. Do not permit nail heads to penetrate outer ply. Maintain minimum allowable edge distances when installing nails.

B. Lag Screws:

1. When installing lag screws in a wood member, pre-drill hole as required by the CBC.
2. Lag screws, which bear on wood, shall be fitted with standard steel plate washers under head. Lag screws shall be screwed and not driven into place.

C. Wood Screws: When installing wood screws, pre-drill holes as required by the CBC.

3.02 INSTALLATION

A. Roof and Ceiling Framing:

1. Wood facias and trims shall be of 2x solid lumber.

B. Roof Sheathing:

1. Plywood roof sheathing shall be Structural I, Grade C-D, Exposure 1, thickness as indicated.
2. Where exposed roof sheathing is indicated, area shall be sheathed solid with dressed and center matched, V-jointed boards of sizes indicated. Boards shall be installed perpendicular to supports.
3. Provide and install metal H-clips of required size, midway between rafters at unsupported edge joints of plywood roof sheathing where rafters are spaced at 24 inches on center. Clips shall be Plyclips, by Timber Fasteners Inc., Panel Clips by Simpson Co., USP Structural Connectors, or equal.

3.03 CLEAN UP

- A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

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3.04 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 07 2200
ROOF AND DECK INSULATION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Roof and non-tapered polyisocyanurate roof insulation.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 06 1000 - Rough Carpentry.
3. Section 07 6000 - Flashing and Sheet Metal.

1.02 REGULATORY REQUIREMENTS

- A. Comply with authorities having jurisdiction over the Work.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's data substantiating the insulation complies with specified requirements.
- B. Installation Instructions: Submit manufacturer's installation instructions.

1.04 QUALITY ASSURANCE

A. Comply with the following as a minimum requirement:

1. ASTM C 1289 - Faced Rigid Cell Polyisocyanurate Thermal Insulation Board; Type II Class 1 Grade 2.
2. Provide systems complying with requirements for FM Class 1.
3. Provide systems complying with requirements for UL Class A.
4. Achieve a minimum thermal resistance value of R-7 for re-roofing projects, unless noted otherwise.
5. UL 2818 Green Guard Gold certification. Gold Standard for Chemical Emissions for Building Materials.

- B. Installer Qualifications: Minimum five years experience installing specified type of insulation under roofing systems, and certified by the insulation manufacturer to install the Work of this section.
- C. Pre-installation Meetings: In accordance with related Division 01 sections, conduct a pre-installation meeting on the Project site.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original sealed and labeled containers.
- B. Avoid exposure to sunlight and the elements.
- C. Handle materials in a manner to avoid damage or contamination with moisture or foreign matter.

1.06 PROJECT CONDITIONS

- A. Environmental requirements:
 1. Install products in strict accordance with manufacturer's recommendations.
 2. Do not install any materials when water in any form is present on the deck or materials are wet. Do not install any materials if precipitation is forecast and partially completed Work will be left unprotected.
 3. Do not install the Work of this section if the temperature of the roof deck is below 40 degrees F.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Insulation: Rigid polyisocyanurate foam insulation, with specially formulated organic/inorganic facers as manufactured by:
 1. Dyplast Products.
 2. Celotex Insulation.
 3. GAFTEMP.
 4. Sarnatherm (Atlas ACII).
 5. Equal.

2.02 DESCRIPTION

- A. Tapered Roof insulation shall provide minimum per foot slope as indicated on drawings.

- B. Roof and Deck insulation shall consist of polyisocyanurate foam panels, chemically bonded during the foaming process to special organic/inorganic facers on the top and bottom surfaces, and shall conform to the following:

<u>PROPERTIES</u>	<u>TEST METHOD</u>	<u>VALUE</u>
Compressive Strength	ASTM D 1621	20PSI min.
Dimensional Stability (Thermal and Humid Aging)	ASTM D 2126 (-4 degrees F, amb RH) (158 degrees F, 97 percent RH) (200 degrees F, ambient RH)	Less than 2 percent linear change Less than 2 percent Linear change Less than 2 percent linear change
Flexural Strength (Modulus of Rupture) (Break load)	ASTM C 203	40 PSI min. 17 PSI min.
Tensile Strength (Perpendicular to surface)	ASTM C 203	500 PSF min.
Water Absorption	ASTM C 209	
Water Vapor Transmission	ASTM E 96	
Core Foam Flame Spread	ASTM E 84	

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify suitability of substrates to receive the Work. Do not proceed until unsatisfactory conditions have been corrected.
- B. Verify suitability of related Work such as the following:
1. Roof drains and scuppers are properly installed.
 2. Roof curbs, nailers, equipment supports, vents, and other items penetrating the roof are of the proper height, properly prepared and fastened to the substrate.
 3. Concrete surface are sufficiently dry, free from extremes in pH, properly primed and free of fines, edges, or voids.

3.02 INSULATION APPLICATION

- A. General:
1. Install the Roof and Deck insulation in accordance with the manufacturer's recommendations and to provide the R values indicated. Butt the panels snugly together.

2. Start boards from either the roof drain or the high point depending on the insulation system. Stencil direction of slope on each board. Stagger joints of underlayment boards from insulation boards.
 3. Cut valleys and hips. Field cut crickets from insulation boards. Install valleys, hips, and crickets as required for R values and drainage.
- B. Roofing Systems: Fasten insulation with a method recommended by the manufacturer. Method of attachment shall provide a minimum FM I-90 Wind Uplift Rating.

3.03 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.04 CLEANUP

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

SECTION 07 2719
PLASTIC SHEET AIR BARRIERS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Mechanically attached permeable flexible plastic sheet air barriers.
2. Flexible flashing of openings, penetrations, joints, and terminations of exterior walls and taping of seams.

B. Related Requirements:

1. Section 06 1000 - Rough Carpentry.
2. Section 07 6000 – Flashing and Sheet Metal.
3. Section 07 9200 – Joint Sealants.
4. Section 09 2423 – Cement Plaster and Metal Lath.

1.02 REFERENCES

A. ASTM International:

1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
2. ASTM E1677 - Standard Specification for an Air Barrier (AB) Material or System for Low-Rise Framed Building Walls.
3. ASTM E2178 – Standard Test Method for Air Permeance of Building Materials.

B. International Code Council (ICC):

1. ICC-ES Evaluation Reports.

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's product data for each material and component proposed for installation.

B. Shop Drawings: Dimensioned plans and elevations indicating:

1. Complete information as to size and location of openings, sleeves, conduits, ducts, boxes, inserts, attachments, and structural interferences.
 2. Layout of air barrier showing sheet lapping, cutting, flashing and taping, with references to enlarged details.
- C. Installation Instructions: Submit detailed manufacturer's installation instructions.
- D. Material Samples: Submit minimum 8-1/2-inch by 11-inch samples of air barrier, and 12 inch long flashing.
- E. Test Reports: Submit Test Reports showing performance characteristics equaling or exceeding those specified.
- F. Evaluation Reports: Submit ICC-ES Evaluation Report demonstrating conformance of plastic sheet air barrier to CBC 1404.2, for use as water-resistive barrier.
- G. Qualification Statements:
1. Installer: Statement from plastic sheet air barrier manufacturer indicating installer is approved, certified, or has been trained for the installation of their products.

1.04 QUALITY ASSURANCE

- A. Manufacturer:
1. Plastic sheet air barrier components and accessories shall be from a single source.
 2. Manufacturer shall have a minimum of five years of continued experience in the manufacture of the specified products.
- B. Installer:
1. Minimum five years in the installation of air/weather barriers.
 2. Trained or certified by manufacturer for the installation of their products.
- C. Pre-Installation Conference: CONTRACTOR shall coordinate and conduct pre-installation conference in accordance to Section 01 3119, Project Meetings, to review the progress of construction activities related to the installation of plastic sheet air barrier. In addition to the conference attendees listed on Section 01 3119, plastic sheet air barrier installer and manufacturer technical representative shall attend pre-installation conference.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in undamaged and original packaging.

- B. Store materials in a clean, dry, protected location and within temperature range required by plastic sheet air barrier manufacturer. Protect stored materials from direct sunlight.
- C. Handle materials in accordance with Manufacturer's recommendations.

1.06 WARRANTY

- A. Provide a ten year manufacturer's standard material warranty for replacement of plastic sheet air barriers that fail due to material defects.
- B. Installation Warranty: Provide a two year installation warranty for the plastic sheet air barrier, including accessories, against loss of water-tight seal and loss of attachment.
- C. Warranty shall start on the day of Substantial Completion.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Manufacturer and Products:
 1. DuPont (E. I. du Pont de Nemours and Company): Tyvek CommercialWrap.
 2. Polymer Group Inc., TyparMetroWrap.
 3. Equal.
- B. Properties:
 1. Plastic sheet air barrier shall be Type I in accordance to ASTM E1677.
 2. Air Permeance: shall not exceed 0.004 cfm/ft², under a pressure differential of 0.3 in w.g. (1.57 psf) (0.02 L/m² at 75 Pa), when tested in accordance with ASTM E2178.
 3. Flame-spread and smoke-developed indexes of less than 25 and 450, respectively, when tested in accordance to ASTM E84.

2.02 MISCELLANEOUS MATERIALS

- A. Flashing: Self-adhesive butyl rubber compound, bonded to a high-density polyethylene film, aluminum foil, or spunbonded polyolefin to produce an overall thickness of not less than 0.025 inch (0.6 mm).
 1. DuPont (E. I. du Pont de Nemours and Company); FlexWrap and StraightFlash.
 2. Polymer Group Inc.; Flashing Flex and Flashing AT.
 3. Equal.

- B. Fasteners: Manufacturer approved fasteners.
- C. Tape: Three inch wide seam tape. Pressure-sensitive plastic tape recommended by air barrier manufacturer for sealing joints and penetrations in air barrier.
- D. Sealants and Adhesive Primers: Compatible with plastic sheet air barrier and flashings system and approved by OWNER's Office of Environmental Health and Safety (OEHS).
 - 1. Sealant: Dow Corning 732.
 - 2. Spray Adhesive: Design Polymerics DP77.
 - 3. Equal.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas and conditions under which plastic sheet air barrier will be installed.
- B. Verify that substrate to receive air barrier has been completed and inspected before commencement of work.
- C. For the installation of flashing and tape, surface shall be smooth, clean, dry and free from voids, loose substrate, protrusions, or any material that would hinder adhesion.

3.02 INSTALLATION

- A. Install plastic sheet air barrier in accordance to manufacturer's installation guidelines, providing continuity throughout exterior walls. Install plastic sheet air barrier with drainage plane surface pattern in vertical position for proper drainage.
- B. Install plastic sheet air barrier starting from the bottom of the building up to ensure proper overlapping of vertical and horizontal seams. Upper layer of plastic sheet air barrier shall overlap bottom layer by a minimum of six inches. Plastic sheet air barrier shall extend over the weep screed by two inches and be taped down.
- C. Secure plastic sheet air barrier by fastening into studs at 12 to 18 inches on center vertically.
- D. Unroll plastic sheet air barrier directly over windows and doors rough openings. Do not install fasteners within six inches of the sills and jambs of the openings and within nine inches of the header, plastic sheet air barrier shall be fastened at these locations during flashing installation.
- E. Horizontal joints shall be overlapped a minimum of six inches with upper courses overlapping lower courses in water-shedding fashion. Vertical seams shall be overlapped a minimum of six inches. Overlap corners of building a minimum of 12 inches.

- F. Tape vertical and horizontal seams using adhesive tape recommended by manufacturer. Seal tears and cuts with adhesive tape as recommended by manufacturer.
- G. Place patch or strip of self-adhered flashing over plastic sheet air barrier where base plates, metal channels, z-girts, or other hardware will be installed.

3.03 FLASHING

- A. Cut air barrier from door and window openings along jambs and sill. Cut a header flap at 45 degree angle to expose eight inches of plastic sheet air barrier to allow for head flashing installation. Install sill flashing per manufacturer instructions, overlapping up the jambs a minimum of six inches on each side.
- B. Wrap flashing around interior jamb, wall face and exterior jamb, overlapping the vertical portion of the sill flashing by at least two inches.
- C. Adhere flashing to the head following manufacturer's instructions. Flashing shall wrap jamb flashings by a minimum of two inches.
- D. Flash piping, conduit, duct and similar penetrations through walls, and flashing ledgers and sills as recommended by manufacturer.

3.04 FIELD QUALITY CONTROL

- A. Manufacturer's technical representative shall inspect the work and submit a statement indicating that the installation has been done in conformance to manufacturer's installation instructions.

3.05 CLEANING

- A. Remove rubbish, debris, and waste material and legally dispose of off the Project site.

3.06 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 07_3100

ASPHALT SHINGLE ROOFING

PART I GENERAL

1.01 SECTION INCLUDES

- A. Asphalt roofing shingles.
- B. Leak barrier and roof deck protection.
- C. Metal flashing associated with shingle roofing.
- D. Attic ventilation.

1.02 RELATED SECTIONS

- A. Section 06 1000 - Rough Carpentry: Framing, wood decking, and roof sheathing.
- B. Section 07 6000 - Flashing and Sheet Metal: Sheet metal flashing not associated with shingle roofing; gutters and downspouts.

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM) - Annual Book of ASTM Standards
 - 1. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 3. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
 - 4. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
 - 5. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
 - 6. ASTM D 3462 - Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
 - 7. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
 - 8. ASTM D 7158 - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).
- B. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TFWZ.R21)
 - 1. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
 - 2. UL 997 - Wind Resistance of Prepared Roof Covering Materials.
 - 3. UL 2218 - Impact Resistance of Prepared Roof Coverings Materials.
- C. Asphalt Roofing Manufacturers Association (ARMA)
- D. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- E. National Roofing Contractors Association (NRCA)
- F. American Society of Civil Engineers (ASCE).

1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.

G. U.S. Green Building Council (USGBC)

1.04 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D1079 and the glossary of the National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual for definitions of roofing terms related to this section.

1.05 SUBMITTALS

A. Submit copies of product data sheets, detail drawings and samples for each type of roofing product.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, leak barrier, and ventilation, by a single manufacturer.

B. Installer Qualifications: Installer must be approved for installation of all roofing products to be installed under this section.

1.07 REGULATORY REQUIREMENTS

A. Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.

B. Install all roofing products in accordance with all federal, state and local building codes.

C. All work shall be performed in a manner consistent with current OSHA guidelines.

1.08 PREINSTALLATION MEETING

A. General: A pre-installation meeting is required.

B. Timing: The meeting shall take place at the start of the roofing installation, no more than 2 weeks into the roofing project.

C. Attendees: Meeting to be called for by manufacturer's certified contractor. Meeting's mandatory attendees shall include the certified contractor and the manufacturer's representative. Non-mandatory attendees shall include the owner's representative, architect or engineer's representative, and the general contractor's representative.

D. Topics: Certified contractor and manufacturer's representative shall review all pertinent requirements for the project, including but not limited to, scheduling, weather considerations, project duration, and requirements for the specified warranty.

1.09 DELIVERY, STORAGE, AND HANDLING

A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.

B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.

C. Store bundles on a flat surface. Maximum stacking height shall not exceed manufacturer's recommendations. Store all rolls on end.

D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

1.10 WEATHER CONDITIONS

A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations

1.11 WARRANTY

A. Provide to the owner a **GAF® WeatherStopper® Golden Pledge® Ltd Warranty** covering:

1. Roofs installed by a Certified GAF Master Elite™ Contractor only.
2. Manufacturing defects: 100% coverage for materials and labor for:
 - a 40 years with the first 20 years non-prorated.
3. Workmanship errors: 100% coverage for workmanship errors for:
 - a 20 years.
4. All StainGuard Plus™ with Time-Release-labeled shingles carry a 25-year limited warranty against algae discoloration and a Smart Choice® Protection Period of 10 years. All StainGuard®-labeled Shingles and Ridge Cap Shingles carry a 10-year limited warranty against algae discoloration and a Smart Choice® Protection period of 1 year.
5. Roof system NOT installed over an existing roof, all existing roof materials must be removed to the deck.
6. Full roof installations (Roofs installed on portions of buildings do not qualify) using the following GAF products.
 - a You must use GAF Roof Deck Protection.
 - b You must use eligible GAF Leak Barrier in valleys and around dormers, sidewalls, firewalls, chimneys, plumbing vents, and skylights. In the North, leak barriers must be used at all eaves at least 24" inside warm wall.
 - c You must use GAF pre-cut starter strip products (only those with factory applied adhesive) at the eaves. Note: To obtain bonus wind coverage, you must use GAF pre cut starter strip products (with factory applied adhesive) at the eaves and rakes and you must install each shingle using 6 nails. For Miami Dade County Florida, no adhesive on rakes. You must cement the starter strip in and nail along the rake.
 - d You must use eligible COBRA® ventilation with adequate intake ventilation. Master Flow® exhaust ventilation products can be substituted only if COBRA® ridge ventilation cannot be installed due to a structure's architecture. In any event, adequate ventilation should meet the following requirements:

Minimum net free ventilation area of 1 sq ft per 150 sq ft of ceiling area is required. When intake vents are located at the eaves and exhaust vents are located near the roof's peak (in a properly balanced system) for maximum air flow, ventilation may be reduced to 1 sq ft per 300 sq ft. If these standards are not met, GAF cannot be responsible for damage caused by inadequate ventilation.
 - e You must use eligible GAF roofing shingles.
 - f You must use GAF Ridge Cap Shingles or shingles that correspond to the shingle product you are installing.
 - g New metal flashings must be installed. Metal drip edge must be used at eaves and is recommended at rake edges.
7. In addition to the requirements listed above, you installer must register and pay for this warranty. On projects that total more than 250 squares, the permanent Golden Pledge® Ltd Warranty will be issued only if the project passes GAF's final inspection.

GAF reserves the right to withhold the warranty if the roof has not been installed according to GAF's written application instructions. GAF also strongly recommends that your Master Elite® Contractor schedule a start-up and at least one interim inspection on projects of 250 squares or more by contacting GAF at least three weeks prior to the start of roof work.

PART II PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: GAF, 1 Campus Drive, Parsippany NJ 07054. Tel: 1-973-628-3000.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.02 SHINGLES

- A. Self sealing, granule surfaced, asphalt shingle with a strong fiberglass reinforced Micro Weave® core and features highly reflective roofing granules that bounce back the sun's rays and more effectively release absorbed heat. Architectural laminate styling provides a wood shake appearance with a 5 5/8 inch exposure. Features GAF®'s patented High Definition® color blends and enhanced shadow effect. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158, Class H; ASTM D 3161 Class F; ASTM D 3462; AC438; Texas Dept of Insurance Approved, ICC Report Approval, rated by the Cool Roof Rating Council (CRRC) for use in a Title 24 project, meets Los Angeles Green Building Code. **Timberline HD® Reflector Series™** Lifetime High Definition Shingles, by GAF®.

2.03 HIP AND RIDGE SHINGLES

- A. Distinctive self sealing hip and ridge cap shingle complementing the color of selected roof shingle. Each bundle covers approx. 31 lineal feet (9.45m) with an 8 inch (203mm) exposure. **Ridglass™ 10"** Ridge Cap Shingles by GAF.

2.04 STARTER STRIP

- A. Self sealing starter shingle designed for all roof shingles. Each bundle covers approx. 120 lineal feet (36.58m). **ProStart™ Starter Strip** by GAF.

2.05 LEAK BARRIER

- A. Self-adhering, self sealing, bituminous leak barrier surfaced with fine, skid-resistant granules. Approved by UL, Dade County, ICC, State of Florida and Texas Department of Insurance. Each roll contains approx. 150 sq ft (13.9 sq.m.), 36" X 50' (0.9m x 20.3m) or 200 sq ft (18.6 sq.m.), 36" X 66.7' (0.9m x 20.3m). **WeatherWatch® Leak Barrier**, by GAF.

2.06 SHINGLE UNDERLAYMENT

- A. Superior quality, water repellent, non-asphaltic underlayment. UV stabilized polypropylene construction. Meets or exceeds ASTM D226 and D4869. Each roll contains approximately 10 squares (1003 sq. ft.) of material and is 54" x 223'. **TigerPaw™** Roof Deck Protection, by GAF.

2.07 ROOFING CEMENT

- A. Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.
- B. Roof Cement: ASTM D 4586, **Matrix™ 203 Plastic Roof Cement**.
- C. Roof Cement: ASTM D 4586. **Matrix™ 204 Wet/Dry Roof Cement**.

2.08 ROOF ACCESSORIES

- A. Exterior acrylic rust resistant aerosol roof accessory paint. Each 6 oz can is available in boxes of 6 and in a wide variety of colors to compliment the roof. **Shingle-Match™** Roof Accessory Paint by GAF.

2.09 ATTIC VENTILATION

A. Ridge Vents

1. Flexible ridge ventilator designed to allow the passage of hot air from attics. For use in conjunction with eave/ soffit intake ventilation products. Provides 16.9 inches (1430 mm/m) NFVA (Hand Nail) and 14.1 inches (1193 mm/m) NFVA (Nail Gun) per lineal foot. **Cobra® Exhaust Vent**, by GAF.
2. Rigid plastic ridge ventilator designed to allow the passage of hot air out of attics. For use in conjunction with eave/ soffit intake ventilation products. Provides 18.0 sq inches (11613 sq.mm/m) in NFVA per lineal foot. Each package contains 40 lineal feet (12.19m) of vent. **Cobra® Rigid Vent 3™** ridge vent (includes 3" (76mm) galvanized ring shank nails), by GAF

2.10 NAILS

- A. Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8 inch (9mm) to 7/16 inch (11mm) in diameter. Length must be sufficient to penetrate into solid wood at least 3/4 inch (19mm) or through plywood or oriented strand board by at least 1/8 inch (3.18mm).

- 2.11 METAL FLASHING .24 gauge hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.

PART III EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until the roof deck has been properly prepared.
- B. If roof deck preparation is the responsibility of another installer, notify the architect or building owner of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Remove all existing roofing down to the roof deck.
- B. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover with sheet metal, all holes over 1 inch (25mm) in diameter, cracks over 1/2 inch (12mm) in width, loose knots and excessively resinous areas.
- C. Replace damaged deck with new materials.
- D. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

3.03 INSTALLATION OF UNDERLAYMENTS

A. General:

1. Install using methods recommended by GAF, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.

B. Eaves:

1. Install eaves edge metal flashing tight with fascia boards; lap joints 2 inches (51mm) and seal with plastic cement or high quality urethane sealant; nail at the top of the flange.

2. On all roofs between 2/12 and 4/12 (low slopes) install GAF leak barrier up the slope from eaves edge a full 36 inches (914mm) or to at least 24 inches (610 mm) beyond the interior "warm wall". Lap ends 6 inches (152mm) and bond.

C. Valleys:

1. Install eaves protection membrane at least 36 (914mm) inches wide and centered on the valley. Lap ends 6 inches (152mm) and seal.
2. (OPEN VALLEY'S ONLY): Where valleys are indicated to be "open valleys", install metal flashing over GAF leak barrier before GAF roof deck protection is installed; DO NOT nail through the flashing. Secure the flashing by nailing at 18 inches (457 mm) on center just beyond edge of flashing so that nail heads hold down the edge.

D. Hips and Ridges:

1. Install GAF leak barrier along entire lengths. If ridge vents are to be installed, position the GAF leak barrier so that the ridge slots will not be covered.

E. Roof Deck:

1. Install one layer of GAF roof deck protection over the entire area not protected by GAF leak barrier at the eaves or valley. Install sheets horizontally so water sheds and nail in place.
2. On roofs sloped at 4:12 or greater, lap horizontal edges at least 2 inches (51mm) and at least 2 inches (51mm) over eaves protection membrane.
3. On roofs sloped between 2:12 to less than 4:12, lap horizontal edges at least 19 inches (482 mm) and at least 19 inches (482mm) over eaves protection membrane.
4. Lap ends at least 4 inches (102 mm). Stagger end laps of each layer at least 36 inches (914 mm).
5. Lap GAF roof deck protection over GAF leak barrier in valley at least 6 inches (152mm).

F. Penetrations:

1. Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
2. Vertical walls: Install eaves protection membrane extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.
3. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (51mm) and seal with plastic cement; secure with nails.

3.04 INSTALLATION OF SHINGLES

A. General:

1. Install in accordance with GAF's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
3. Handle carefully in hot weather to avoid scuffing the surfacing, or damaging the shingle edges.

B. Placement and Nailing:

1. Beginning with the starter strip, trim shingles so that they "nest" within the shingle located beneath it. This procedure will yield a first course that is typically 3" (76mm) to 4" (102mm) rather than a fully exposed shingle.
2. For maximum wind resistance along rakes, install any GAF starter strip containing sealant or cement shingles to underlayment and each other in a 4" (102mm) width of asphalt plastic roof cement.
3. Laterally, offset the new shingles from the existing keyways, to avoid waves or depressions caused by excessive dips in the roofing materials.
4. Using the bottom of the tab on existing shingles, align subsequent courses.
5. *Note: DO NOT install standard sized shingles (5" exposure) over metric (5 5/8" exposure) shingles, as it will overexpose the shingles and reveal the nails. Use standard alignment methods to assure proper shingle placement.
6. Secure with 4, 5, or 6 nails per shingle per GAF's instructions or local codes.
7. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
8. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
9. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

C. Valleys

1. Install valleys using the "open valley" method:
 - a Snap diverging chalk lines on the metal flashing, starting at 3 inches (76mm) each side of top of valley, spreading at 1/8 inch per foot (9mm per meter) to the eaves.
 - b Run shingles to chalk line.
 - c Trim last shingle in each course to match the chalk line; do not trim shingles to less than 12 inches (305mm) wide.
 - d Apply a 2 inch (51mm) wide strip of plastic cement under ends of shingles, sealing them to the metal flashing.
2. Install valleys using the "closed cut valley" method:
 - a Run the first course of shingles from the higher roof slope across the valley at least 12 inches (305mm).
 - b Run succeeding courses of shingles from the lower roof slope across the valley at least 12 inches (305mm) and nail not closer than 6 inches (152mm) to center of valley.
 - c Run shingles from the upper roof slope into the valley and trim 2 inches (51mm) from the center line.

D. Penetrations

1. All Penetrations are to be flashed according to GAF, ARMA and NRCA application instructions and construction details.

3.05 INSTALLATION OF ATTIC VENTILATION

A. General

1. Ventilation must meet or exceed current F.H.A., H.U.D. and local code requirements.

B. Ridge / Soffit ventilation

1. Install ridge vent along the entire length of ridges:
2. Cut continuous vent slots through the sheathing, stopping 6 inches (152mm) from each end of the ridge.
3. On roofs without ridge board, make a slot 1 inch (25mm) wide, on either side of the peak (2" (51mm) overall).
4. On roofs with ridge board, make two slots 1-3/4 inches (44.5mm) wide, one on each side of the peak (3 1/2" (89mm) overall).
5. Install ridge vent material along the full length of the ridge, including uncut areas.
6. Butt ends of ridge vent material and join using roofing cement.
7. Install eaves vents in sufficient quantity to equal or exceed the ridge vent area.

3.06 PROTECTION

- A. Protect installed products from foot traffic until completion of the project.
- B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

END OF SECTION

SECTION 07 5423
PVC THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Single-Ply Thermoplastic Membrane Roofing
- B. Thermoplastic Clad Flashing Metal
- C. Flexible Membrane Base Flashings
- D. Roofing Membrane Expansion Joints
- E. Counter Flashings
- F. Walkway Surfaces
- G. Accessories

1.2 RELATED SECTIONS

- A. Insulation

1.3 REFERENCES

- A. ASTM D412 - Standard Test Methods for Vulcanized Rubber and The Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
- B. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastics Elastomers.
- C. ASTM D746 - Standard Test Method for Brittleness Temperature of Plastic Elastomers by Impact.
- D. ASTM D1004 - Standard Test Method for Initial Tear Resistance of Plastic Film.
- E. ASTM D1004 - Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials.
- F. ASTM E96 - Standard Test Method for Water Vapor Transmission
- G. ASTM E903 - Standard Test Method for Solar Absorption, Reflectance, and Transmission of Materials Using Integrating Spheres.
- H. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- I. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- J. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- K. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- L. Warnock Hersey (WH): Fire Hazard Classifications.

- M. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- N. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- O. UL - Fire Resistance Directory.
- P. CRCC – Cool Roof Rating Council – Product Rating Program CRCC-1.
- Q. CBC – California Building Code, (CCR) California Code of Regulations, Title 24, Part 6.

1.4 SYSTEM DESCRIPTION

A. WELDTITE NOMINAL 72 MIL PVC MEMBRANE – FULLY ADHERED

1. WeldTite Membrane (ASTM D 6754)
2. Membrane Thickness: (ASTM D 751) 72 mil nominal.
3. Thickness over Scrim (ASTM D 751): 0.33 inches
4. Breaking Strength (ASTM D 751): 508 lbf/in
5. Tearing Strength (ASTM D 751): 122 lbf/in
6. Elongation (ASTM D 751): 48 percent.
7. Factory Seam Strength (ASTM D 751) 459 lbf
8. Solar Reflectivity (ASTM E 903) .811
9. Emissivity (ASTM E 903) .919
10. Nominal 72-mil WedTite PVC membrane shall be used for all flashing requirements to match the field membrane and warranty expectations selected for the roofing system
11. WedTite inside corners: Pre-molded corner flashings for inside corners
12. WedTite outside corners: Pre-molded corner flashing for outside corners. 60-mil thickness. Color: White
13. WedTite Pipe Flashings: A pre-molded flashings and clamping ring used for pipe penetrations
14. WedTite split pipe seals: Prefabricated flashings consisting of 60 mil thick reinforced Sure-Flex Mmebrane for pipe 1 inch to 6 inch in diameter.
15. WedTite Non-Reinforced flashing: 60 mil thick rolls 12 inches and 24 inches wide. Used for inside/outside corners and field fabricated pipe flashings when use of pre-molded accessories is not feasible
16. WedTite heat weldable walkway rolls: Sure-Flex Membrane offering superior tear, puncture and weather resistance and designed to protect areas of the membrane subject to repetitive foot traffic or other hazards. Walkway material may be heat welded to the membrane using an automated heat welder or hand heat welder. Walkway rolls are 36 inches wide by 60 feet long and are nominal 80 mils thick
17. WedTite Bonding Adhesive: Solvent-based contact adhesive that allows bonding of membrane to various porous and non-porous substrates

1.5 DESIGN/ PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Design Requirements:
 1. Uniform Wind Uplift Load Capacity (Site Specific)
 - a. Installed roof system shall withstand negative (uplift) design wind loading

pressures complying with the following criteria.

- 1) Design Code: ASCE 7-16, Method 2 for Components and Cladding.
- C. UL 790 Class A Fire Hazard Classification.
 - D. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.
 - E. Roof system shall have been tested in compliance with the following codes and test requirements:
 1. Cool Roof Rating Council:
 - a. CRRC Directory CRRC
 - F. Provide an installed single-ply roofing membrane and base flashing system that does not permit the passage of water, and will withstand the wind uplift design pressure as indicated by site specific uplift calculations.

1.6 SUBMITTALS

- A. Submit under provisions of Section 01 3300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation instructions.
- C. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins. Report shall be signed and sealed by a Professional Engineer registered in the State of the Project who has provided roof system attachment analysis for not less than 5 consecutive years.
- D. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- E. Provide notarized signature from manufacturer's representative stating compliance with manufacturers required site inspections as outlined in Section 3.6.
- F. Applicator Qualifications: Submit manufacturer's written acceptance of applicator.
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.7 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland

Contractor.

- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.8 PRE-INSTALLATION MEETINGS

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

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.10 COORDINATION

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

1.11 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.12 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed 15-year Warranty.
 - 1. Warranty Period:
 - a. 15 years from date of acceptance.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 5 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Garland Industries,; 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633.
Local Rep:
Jason Moronolte
(661) 889-0449
jmoronolte@garlandind.com
- B. Or Equal

2.2 COMPONENTS

- A. WeldTite Membrane: nominal 72-mil ethylene interpolymer (EIP) membrane, reinforced with a 7.5 oz knitted polyester fabric as manufactured by Garland Industries, exceeding all requirements outlined in ASTM D 6754
- B. Membrane Adhesives: As recommended by membrane manufacture. Shall Meet South Coast Air Quality Management District Rule 1168.
- C. Thinner and Cleaner: AS recommended by adhesive manufacture.
- D. Barrier Board: ½" DensDeck to achieve UL Rated Class A assembly Glass Matte gypsum protection board
- E. Flexible Membrane Base Flashing: Same material as field membrane.; white color.
- F. Flashing Metal: WeldTite PVC Clad Metal
- G. Counterflashing: Galvanized sheet metal, as specified in Section 07 6000.
- H. Prefabricated Control or Expansion Joint Flashing: PVC Membrane over polypropylene foam backing rod sized 1.5 x joint width. Seamed to roof membrane.

2.3 ACCESSORIES

- A. Roof Insulation top layer: ½" Dens Deck roof board 4' x 8' mechanically attached to FM 1-90 requirements. Tapered insulation as required to provide proper drainage

- B. Tapered Edge Strips: As specified in Section 07 2200.
- C. Roofing Nails and Screws: Galvanized or non-ferrous type, Size as required to suit application with compatible plates.
- D. Sealants: As recommended by membrane manufacture. Shall meet South Coast Air Quality Management District Rule 1168.
- E. Sealing Mastic: One part gun grade butyl.
- F. Strip Reglet Devices: Galvanized sheet metal as specified in Section 07 6000.
- G. Walkway Pads: PVC membrane with textured top surface finish, white color. 0.15 inch thick 2'x6' wide x 50'-0" long.
- H. Stack Boots: Prefabricated flexible molded PVC boot and collar for pipe stack penetrations through membrane and stainless steel clamping bands. 0.075 inch thick. Size to accommodate round and square tubes.
- I. Wood Nailers: Pressure treated wood nailers as specified in Section 06 1000.
- J. Copper Sheet: ASTM B370, Temper H00 or H01, cold rolled copper sheet, 16oz/sq. ft.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

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

3.3 INSTALLATION - GENERAL

- A. Install WeldTite PVC membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual and applicable codes.
- B. General: Avoid installation of membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 - 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

3.4 INSTALLATION FULLY ADHERED PVC MEMBRANE

- A. Rolls of PVC Membrane are to be positioned and installed straight and snug but not taut. Stretching of the membrane places undue stress on the mechanical fasteners over the approved substrate.
- B. If using custom fabricated rolls, align the paneled rolls to stager the factory seams to prevent adjacent welds from falling on top of one another. Adjoining rolls shall overlap five inches and be properly shingled with the flow of water where possible. It is not uncommon and is acceptable for the factory laps to "buck" water.
- C. The properly positioned membrane shall be attached using WeldTite bonding adhesive to the approved coverboard
- D. Adhesive row spacing and intervals shall be established to resist design pressures, determined in compliance with procedures outlined within the current publication of ASCE Standard 7. Alternative designs may be determined using the criteria within Factory Mutual Research Loss Prevention Data.
- E. Perimeters and corners may be enhanced by:
 - a. Installing "half" rolls of membrane fastened as prescribed by project requirements. Adding additional rows of fasteners through the top of the membrane system within the perimeter at prescribed intervals area and sealing with a 6 inch strip
- F. Hot Air Welding:
 - a. Hot Air Welding: All field seams exceeding 10 feet in length shall be welded with an approved automatic welder.
 - b. All field seams must be clean and dry prior to initiating any field welding.
 - c. Remove foreign materials from the seams (dirt, oils, etc.) with Acetone or authorized alternative. Use CLEAN WHITE COTTON cloths and allow approximately five minutes for solvents to dissipate before initiating the automatic welder. **Do not use denim or synthetic rags for cleaning.**
 - d. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld. Contaminated areas within a seam will inhibit proper welding and will require a membrane patch

3.5 INSTALLATION PVC MEMBRANE FLASHINGS

- A. Clean all vents, pipes, conduits, tubes, walls, and stacks to bare metal. All protrusions must be properly secured to the roof deck with approved fasteners. Remove and discard all lead, pipes and drain flashing. Flash all penetrations according to approved details.
- B. Remove all loose and/or deteriorated cant strips and flashing.
- C. Flash all curbs, parapets and interior walls in strict accordance with approved details.
- D. All flashing shall be adhered to properly prepared, approved substrate(s) with either KEE Mastic or Bonding Adhesive applied in sufficient quantity to ensure total adhesion.
- E. The base flange of all membrane flashing shall extend out on to the plane of the deck, beyond the wood nailers to a maximum width of 8 inches. Vertical flashing shall be terminated no less than 8 inch above the plane of the deck with approved termination bar and counter-flashing or metal cap flashing. When using Mastic as the adhesive, vertical wall flashing termination shall not exceed 30 inches without supplemental mechanical attachment of the flashing between the deck and the termination point of the flashing.
- F. Complete all inside and outside corner flashing details with pre-formed corners or an approved field fabrication detail.
- G. Probe all seams with a dull, pointed probe to ensure the weld has created a homogeneous bond.
- H. Install penetration accessories in strict accordance with approved details. Ensure penetration accessories have not impeded in any way the working specification. (Refer to the related trade for the technical specification).

3.6 METAL FLASHINGS

- A. All perimeter edge details are to be fabricated from WeldTite PVC Clad Metal.
- B. Ensure all fascia extend a minimum of 2 inch lower than the bottom of the wood nailers.
- C. Fasten all metal flashing to wood nailers or approved substrate with approved fasteners 8 inches on center.
- D. Break and install Clad metal in accordance with approved details, ensuring proper attachment, maintaining 1/2 inch expansion joints and the installation of a minimum 2 inch bond breaker tape prior to sealing the joint.
- E. Solidly weld WeldTite Clad expansion joints with a 6 inch strip of membrane welded to the WeldTite Clad, covering the bond breaker tape (cover plates are optional).
- F. Roof Drains
 - 1. Flash all roof drains in accordance with roof drain details.
 - 2. Replace all *worn or broken* parts that may cut the membrane or prevent a watertight seal. This includes the clamping ring and strainer basket.
 - 3. Replace all drain bolts or clamps used to hold the drain compression ring to the drain bowl.
 - 4. Non-reinforced 72 mil membrane shall be used for flashing the drain assembly. Drain assemblies and basins or "sumps" must be free of any asphalt or coal tar pitch residue prior to installation.
 - 5. The drain target sheet should be sized and installed to provide for a minimum of 12 inch of exposed 72 mil on all sides of the drain.

3.7 EXPANSION JOINTS

- A. Flash all expansion joints in accordance with authorized details. Fasten all expansion joint material according to details. Ensure the expansion material has sufficient material to expand to the widest point in expansion without causing undue stress on the expansion joint material.

3.8 SEALANTS

- A. Apply authorized sealant(s) to all surface mounted reglets and per project requirements. Sealant(s) are to shed water. Follow all manufacturer's instructions and installation guides.

- B. Use primer when recommended by the manufacturer.
- C. Sealants will require periodic maintenance by the building owner's maintenance personnel.

3.9 TEMPORARY SEALS

- A. At the end of each working day or at the sign of rain, install temporary, 100% watertight seal(s) where the completed new roofing adjoins the uncovered deck or existing roof surface.
- B. The authorized roofing contractor shall create and maintain the temporary seal in such a manner to prevent water from traveling beneath the new and/or existing roof system.
- C. The use of plastic roofing cement is permissible when sealing to an existing built up roof.
- D. If water is allowed to enter beneath the newly completed roofing, the affected area(s) shall be removed and replaced at no additional expense to the building owner.
- E. Prior to the commencement of work, cut out and remove all contaminated membrane, insulation, roof cement or sealant and properly dispose off site.

3.10 WALKWAYS

- A. Sure-Flex walkways and protection pads shall be installed at staging areas for roof top equipment maintenance or areas subject to regular foot traffic.
- B. Walkway Installation
 1. Roofing membrane to receive walkway material shall be clean and dry.
 2. Cut and position the walkway material as directed by the specifications or agreement.
 3. Hot air weld the entire perimeter of the walk way to the previously cleaned roofing membrane. Avoid excessive heating of the walk way material to prevent scorching the underlying roofing membrane.

3.11 CLEANING

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

3.12 PROTECTION

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

3.13 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at minimum of (4) days per week.

Provide a final inspection upon completion of the Work.

1. Warranty shall be issued upon manufacturer's acceptance of the installation.
2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

END OF SECTION

SECTION 07 6000

FLASHING AND SHEET METAL

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Sheet metal flashings in connection with roofing.
2. Reglet and counter flashing assemblies.
3. Coping caps.
4. Gravel stops and metal edging.
5. Gutters and downspouts.
6. Splash pans where downspouts empty onto roofing.
7. Conductor heads.
8. Drip flashings.
9. Roof pipe flashings.
10. Other sheet metal items, not necessarily specified herein or in other sections, but required to prevent penetration of water into building.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 07 3113 - Fiberglass Reinforced Asphalt Shingles.
3. Section 07 5419.13 - Polyvinyl-Chloride Roofing (Mechanically Attached For Existing Facilities).
4. Section 07 9200 - Joint Sealants.
5. Section 09 2423 - Cement Plaster and Metal Lath

1.02 SUBMITTALS

- A. Shop Drawings: Submit for fabricated sheet metal indicating shapes, details, methods of joining, anchoring and fastening, thicknesses and gages of metals, concealed reinforcement, expansion joint details, sections, and profiles.
- B. Samples: Submit Samples for materials or assemblies as requested.
- C. Product Data: Submit brochures of manufactured items.

1.03 QUALITY ASSURANCE

- A. Drawings and requirements specified govern. Provide the Work of this section in conformance with the Architectural Sheet Metal Manual published by SMACNA for conditions not indicated or specified and for general fabrication of sheet metal items.
- B. Materials shall conform to following standards:
 - 1. ASTM A167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet and Strip.
 - 2. ASTM A653 - Sheet Steel, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 3. ASTM B370 - Copper Sheet and Strip for Building Construction.
- C. Pre-installation Meetings: Refer to Division 07 roofing sections as appropriate. Attend the pre-installation and inspection meetings for roofing Work.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Do not install bent or otherwise damaged materials.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Galvanized Sheet Steel: ASTM A653, coating designation G90, hot-dip galvanized.
- B. Copper Plate, Sheet and Strip: ASTM B370, cold-rolled, tempered. Copper sheet and strip shall be cold-rolled-temper.
- C. Stainless Steel: Plate, sheet and strip shall conform to ASTM A167, Type 304 or Type 316, No. 4 finish on exposed surfaces and No. 2 finish on concealed surfaces unless otherwise specified or indicated. Furnish Type 304 for general applications and Type 316 where exposed to acidic or alkaline conditions.
- D. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
 - 1. As-Milled Finish: **Mill.**
- E. Fastenings:
 - 1. Galvanized Steel: Nails, rivets, and other fastenings furnished in connection with galvanized sheet steel Work shall be sealed with rust resistive coating. Rivets shall be tinned. Nails and other fastenings shall be zinc-coated.
 - 2. Copper: Nails, rivets, and other fastenings furnished in connection with copper sheet metal Work, shall be manufactured from hard-temper copper or hard brass.
 - 3. Stainless Steel: Nails, rivets and other fastenings furnished in connection with stainless steel Work, shall be 300 series alloy to match alloy of stainless steel being fastened.

- F. Soldering Flux: Raw muriatic acid for galvanized steel; rosin for tin, lead and tinned copper; non-corrosive soldering salts for uncoated copper and acid-type flux formulated for soldering stainless steel.
- G. Solder: ASTM B32, Grade 5A, composed of 95-5 tin-antimony. Name of product manufacturer and grade designation shall be labeled, stamped or cast onto each coil or bar.

2.02 FABRICATION

A. General:

1. Accurately form sheet metal Work to dimensions and shapes indicated and required. Cope finish molded and brake metal shapes with true, straight, sharp lines and angles and, where intersecting each other, to a precise fit. Unless otherwise specified, all galvanized sheet steel shall be 22 gage. Exposed edges of sheet metal shall have a ½ inch minimum hemmed edge.
2. Soldering of sheet steel or copper shall be performed with well-heated copper soldering iron or soldering torch, joints full flowing, neat and consistent. Fill joint completely with solder. Clean materials at joints before soldering, and tin coppers before soldering. Exposed soldering on finished surfaces shall be scraped smooth. Lock seam work shall be fabricated flat and true to line and soldered along its entire length. Acid-fluxed Work shall be neutralized after fabrication.
3. Form and install sheet metal Work to provide proper allowances for expansion and contraction, without causing undue stresses in any part of completed Work. Installation shall be water and weathertight.

B. Gutters and Downspouts:

1. Gutters: Fabricate from 22 gage galvanized steel to match existing size and design unless otherwise indicated. Maximum length of gutter shall be 40 feet between end or expansion joints unless the system is specially designed to accommodate the greater expansion, the larger flow and the need for special supports. Drain gutter towards nearest downspout and provide an expansion joint at mid-point between downspout outlets, but not to exceed 40 feet on center. Gutters shall not pond water. Rivet joints and ends with a minimum of 6 rivets per joint or maximum rivet spacing not to exceed 1 ½-inch on center and ½ inch from the edge of the metal, consisting of 3-inch overlap. Sweat solder from inside of gutter and in horizontal position where possible. Neatly fit downspouts to gutter using a slip joint. Provide expansion joints, consisting of 3-inch lap joints at not over feet.
2. Form and install sheet metal Work to provide allowance for expansion and contraction without causing undue stresses in the completed Work.
3. Downspouts: Fabricate downspouts from 3-inch round, or 3-inch by 4-inch rectangular shapes, 16 gage steel tubing with butt joints and mitered elbows, sized as indicated. Downspouts shall be constructed with conductor heads every 40 feet to admit air and prevent vacuum. Keep downspouts offsets to a maximum of 10 feet. Downspout shall be fabricated with elbows at bottom discharge or connected to drains as indicated. Joints, except expansion joints

shall be sealed with a continuous weld. Galvanize downspouts after fabrication.

4. Outlets: Fabricate outlets of 22 gage galvanized sheet steel with a 1/4 inch rolled flanged soldered continuously to gutter. Outside diameter shall be 1/8 inch less than the inside diameter of the downspout and extend into downspout 4 inches. Install a removable wire "bulb type" strainer to outlet opening. Strainer shall be fabricated of 22 gage galvanized steel and 1/2 inch hardware cloth.

C. Conductor Heads:

1. Fabricate conductor heads and outlets from 22 gage galvanized sheet steel. Cover tops of the conductor heads with 22 gage galvanized 1/4 inch wire mesh soldered securely to separately fabricated frame and mechanically fastened to top conductor head with a minimum of two fasteners.

- D. Gravel Stops: Provide 24 gage galvanized sheet steel gravel stops wherever roof area drops to a lower level; at the eaves and rake of roof, where roof comes to an abrupt edge, and where indicated. Stops shall be of height indicated and shall be fabricated with two flanges. Horizontal flange shall be not less than 4 inches wide, and vertical flange shall extend down over vertical surfaces of trim or gutter. Gravel stops shall lap 4 inches at ends and corners, and shall be fabricated by notching and interlocking vertical face flanges. Contact surfaces of lapped flanges, including raised areas, vertical face and corners, shall be completely covered with flashing compound. Fabricate lap joints so that they will be in the direction of water flow. Where flanges are over five inches wide, provide 20 gage continuous cleats fastened at 24 inches on center.

- E. Overflow Outlets: Provide galvanized sheet steel overflow outlets at locations and of sizes indicated. Outlets shall extend through full thickness of wall in one continuous piece and completely line the opening. On outside face of wall, top and sides of outlet shall finish 1/2 inch on surface of wall. Bottom of outlet shall project 1 1/2 inches beyond face of wall, and shall be bent down slightly. Outlets shall be sealed on the surface of the building. On inside face, side and bottom flanges shall extend not less than 8 inches beyond edge of opening, and not less than 6 inches at top. Outlets shall be installed at time roof is being installed.

- F. Reglet Type Counterflashing: Where roof comes in contact with vertical surfaces, provide counterflashing. Set top of counter flashing 8 inches above roof deck unless otherwise indicated, and extend down at least 5 inches or to top of cant strip. Counterflashing and reglet shall be 22 gage galvanized sheet steel. Lap counter flashing and reglet 3 inches minimum at splices and miter at angles, or supply special metal corner fittings. Reglet and method of securing flashing shall be so constructed that flashing is firmly locked in place, but may be readily removed for replacement.

- G. Splash Pans: Provide splash pans for all downspouts, which empty onto lower roofs. Pans shall be galvanized sheet steel 12-inch by 18-inch, unless otherwise indicated, and turned up 2 inches on at least three sides.

- H. Roof Expansion Joint Covers: Fabricate of 22 gage galvanized sheet steel, as detailed. One side of joint shall be zee shaped, with 3-inch standing leg extended over the joint and turned down. The other side shall be box shaped, fabricated to extend over the

joint, over the standing leg, and turn down to form a water barrier. Prefabricated bellows type joint covers are not permitted.

- I. Miscellaneous Flashing: Unless otherwise indicated, miscellaneous flashing shall be fabricated of galvanized steel. Exterior doors and windows, unless covered by overhangs shall be provided with 22 gage galvanized steel drip flashing as detailed. At wood construction, nail flashing to framing before paper backed lath is installed.
- J. Roof Pipe Flashings: Provide PVC flashings or prefabricated welded or seamless flashings.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Concrete and masonry materials in contact with sheet metal shall be painted with alkali resistant coating, such as heavy-bodied bituminous paint. Wood in contact with sheet metal shall be painted with two coats of aluminum paint or one coat of heavy-bodied bituminous paint.

3.02 INSTALLATION

- A. General: Coordinate with installation of underlayment indicated in the Drawings.
- B. Gutters and Downspouts:
 - 1. Anchor gutters to structure with 10 gage steel straps, galvanized after fabricating. Secure straps with galvanized fasteners at 3 feet on center. Drill pilot holes and use 12 by 2-inch pan head screws.
 - 2. Install 1/4 inch galvanized wire mesh continuous cover on gutter.
 - 3. Secure downspouts to walls with 1/8 inch by 2-inch galvanized steel straps. Straps shall be located at top, bottom, and at not over 10 feet on center. Block downspouts out 1/2 inch from the finish wall surfaces and 1 inch from the bottom of downspout grade. Secure straps to wall framing with 1/4 inch by 2-inch long galvanized anchors. Expansion type anchors shall be provided when anchoring to concrete and masonry. Provide toggle bolts for attachment to masonry or plaster. At steel columns, provide fasteners as indicated. Plastic anchors are not permitted.
 - 4. Anchor conductor heads to walls with 1/4 inch diameter by 2 1/2-inch long galvanized lag screws or 1/4 inch expansion type anchors.
- C. Reglets: Install reglets at constant height above cant or as indicated. Provide minimum 3-inch lap at end splices of reglets. Seal laps watertight.
- D. Counterflashing:
 - 1. Install at constant horizontal elevation across roof slope and slope at constant height above cant or as indicated.
 - 2. Provide minimum 3-inch lap at all end splices of counterflashing.
- E. Galvanized sheet steel parapet coping and flashing shall be continuous over top of parapet to form a watertight cap, with waterproof seams at approximately 10 feet on center, or as indicated. Anchor coping to outside of wall with a continuous cleat face

nailed at 24 inch centers. Coping shall be fastened on inside wall with hex head screws and bonded sealing washers through oversized holes in the back of the coping. Corners and angles shall be lapped and soldered; do not install joint sealant.

3.03 TESTING

A. Perform field water testing to demonstrate installation is watertight. Continue testing with a continuous hose stream applied at base of installation for at least 30 minutes. If leaking is observed, discontinue test and repair installation, then test until satisfactory results are obtained.

3.04 PROTECTION

A. Protect the Work of this section until Substantial Completion.

3.05 CLEANING

A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

SECTION 07 9200

JOINT SEALANTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Joint sealants.
 - 2. Preparation for application of sealants.
- B. Related Requirements:
 - 1. Division 01 - General Requirements.
 - 2. Section 07 6000 - Flashing and Sheet Metal.
 - 4. Division 09 - Finishes.

1.02 SUBMITTALS

- A. Shop Drawings: Submit Shop Drawings indicating sealant joint locations, with full-size sealant joint details.
- B. Product Data: Submit manufacturer's literature for each sealant material.
- C. Material Samples: Submit Samples indicating color range available for each sealant material intended for installation in exposed locations.
- D. Certifications: Submit manufacturer's certification materials comply with requirements specified.
- E. Test Reports: Submit manufacturer's adhesion compatibility test reports according to ASTM C794 for each substrate.

1.03 QUALITY ASSURANCE

- A. Qualifications of Installer: The Work of this section shall be installed by a firm which has been in the business of installing similar materials for at least five consecutive years; and can show evidence of satisfactory completion of five projects of similar size and scope. Installer shall have applicators trained and approved by manufacturer for performing this Work.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Store in accordance with manufacturer's recommendations. Provide a uniform ambient temperature between 60 and 80 degrees F.

1.05 WARRANTY

- A. Manufacturer: five year material warranty.
- B. Installer: two year installation/application warranty.

PART 2 - PRODUCTS

2.01 GENERAL

- A. Furnish sealants meeting following in-service requirements:
 - 1. Normal curing schedules are permitted.
 - 2. Non-staining, color fastness (resistance to color change), and durability when subjected to intense actinic (ultraviolet) radiation are required.
- B. Furnish the products of only one manufacturer unless otherwise required, sealant colors as selected to match the adjoining surfaces.

2.02 MATERIALS

- A. Sealants:
 - 1. Sealant 1: Silicone sealant, one-part non-acid-curing silicone sealant complying with ASTM C920, Type S, Grade NS, Class 25.
 - a. Dow Corning Corp., Dow Corning 790, 791, 795.
 - b. General Electric Co., Silpruf.
 - c. Tremco, Inc., Spectrem 1.
 - d. Pecora Corp., 864.
 - e. Equal.
 - 2. Sealant 2: One-part non-sag urethane sealant, complying with ASTM C920, Type S, Grade NS, Class 25.
 - a. Sika Corporation, Sikaflex -221e.
 - b. Equal.
 - 3. Sealant 3: Multi-part pouring urethane sealant, complying with ASTM C920, Type M, Grade P, Class 25.
 - a. Sika Corporation, Sikaflex 2C NS/SL.
 - b. Equal.

- B. Joint Backing: ASTM D1056; round, closed cell Polyethylene Foam Rod; oversized 30 to 50 percent larger than joint width, reticulated polyolefin foam.
- D. Primer: Non-Staining Type. Provide primer as required and shall be product of manufacturer of installed sealant.
- E. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer.
- F. Sealants shall have normal curing schedules, shall be nonstaining, color fast and shall resist deterioration due to ultraviolet radiation.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that joint openings are ready to receive Work and field tolerances are within the guidelines recommended by sealant manufacturer.

3.02 SURFACE PREPARATION

- A. Joints and spaces to be sealed shall be completely cleaned of all dirt, dust, mortar, oil, and other foreign materials which might adversely affect sealing Work. Where necessary, degrease with a solvent or commercial degreasing agent. Surfaces shall be thoroughly dry before application of sealants.
- B. If recommended by manufacturer, remove paint and other protective coatings from surfaces to be sealed before priming and installation of sealants.
- C. Preparation of surfaces to receive sealant shall conform to the sealant manufacturer's specifications. Provide air pressure or other methods to achieve required results. Provide masking tape to keep sealants off surfaces that will be exposed in finished Work.
- D. Etch concrete or masonry surfaces to remove excess alkalinity, unless sealant manufacturer's printed instructions indicate that alkalinity does not interfere with sealant bond and performance. Etch with 5 percent solution of muriatic acid; neutralize with dilute ammonia solution, rinse thoroughly with water and allow to dry before sealant installation.
- E. Perform preparation in accordance with ASTM C804 for solvent release sealants, and ASTM C962 for elastomeric sealants.
- F. Protect elements surrounding Work of this section from damage or disfiguration.

3.03 SEALANT APPLICATION SCHEDULE

	<u>Location</u>	<u>Type</u>	<u>Color</u>
A.	Exterior horizontal joints	Sealant 3	To match adjacent material
B.	Exterior vertical joints	Sealant 1 or 2	To match adjacent material

3.04 APPLICATION

- A. Provide sealant around all openings in exterior walls, and any other locations indicated or required for structure weatherproofing and/or waterproofing.
- B. Sealants shall be installed by experienced mechanics using specified materials and proper tools. Preparatory Work (cleaning, etc.) and installation of sealant shall be as specified and in accordance with manufacturer's printed instructions and recommendations.
- C. Concrete, masonry, and other porous surfaces, and any other surfaces if recommended by manufacturer, shall be primed before installing sealants. Primer shall be installed with a brush that will reach all parts of joints to be filled with sealant.
- D. Sealants shall be stored and installed at temperatures as recommended by manufacturer. Sealants shall not be installed when they become too jelled to be discharged in a continuous flow from gun. Modification of sealants by addition of liquids, solvents, or powders is not permitted.
- E. Sealants shall be installed with guns furnished with proper size nozzles. Sufficient pressure shall be furnished to fill all voids and joints solid. In sealing around openings, include entire perimeter of each opening, unless indicated or specified otherwise. Where gun installation is impracticable, suitable hand tools shall be provided.
- F. Sealed joints shall be neatly pointed on flush surfaces with beading tool, and internal corners with a special tool. Excess material shall be cleanly removed. Sealant, where exposed, shall be free of wrinkles and uniformly smooth. Sealing shall be complete before final coats of paint are installed.
- G. Comply with sealant manufacturer's printed instructions except where more stringent requirements are indicated on Drawings or specified.
- H. Partially fill joints with joint backing material, furnishing only compatible materials, until joint depth does not exceed 1/2 inch joint width. Minimum joint width for metal to metal joints shall be 1/4 inch. Joint depth, shall be not less than 1/4 inch and not greater than 1/2 inch.
- I. Install sealant under sufficient pressure to completely fill voids. Finish exposed joints smooth, flush with surfaces or recessed as indicated. Install non-tracking sealant to concrete expansion joints subject to foot or vehicular traffic.
- J. Where joint depth prevents installation of standard bond breaker backing rod, furnish non-adhering tape covering to prevent bonding of sealant to back of joint. Under no circumstances shall sealant depth exceed 1/2 inch maximum, unless specifically indicated on Drawings.
- K. Prime porous surfaces after cleaning. Pack joints deeper than 3/4 inch with joint backing to within 3/4 inch of surface. Completely fill joints and spaces with gun applied compound, forming a neat, smooth bead.

3.05 MISCELLANEOUS WORK

- A. Sealing shall be provided wherever required to prevent light leakage as well as moisture leakage. Refer to Drawings for condition and related parts of Work.
- B. Install sealants to depths as indicated or, if not indicated, as recommended by sealant manufacturer but within following general limitations:
 - 1. For building joints, fill joints to a depth equal to 50 percent of joint width, but not more than 1/2 inch deep or less than 1/4 inch deep.

3.06 CLEANING

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

3.07 CURING

- A. Sealants shall cure in accordance with manufacturer's printed recommendations. Do not disturb seal until completely cured.

3.08 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 2423

CEMENT PLASTER AND METAL LATH

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Lath and Portland cement plaster and stucco.

B. Related Requirements:

1. Division 01 - General Requirements.
2. Section 06 1000 - Rough Carpentry.
3. Section 07 2719 – Plastic Sheet Air Barriers.

1.02 SYSTEM DESCRIPTION

- A. Three coat 7/8” cement plaster on metal lath over water resistive barrier over plastic sheet air barrier over sheathing over wood studs.
- B. Two coat 1/2” to 5/8” cement plaster on metal lath over CMU.
- C. Two coat 1/2” to 5/8” cement plaster over concrete.

1.03 REFERENCES

A. ASTM International (ASTM):

1. ASTM A153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. ASTM A510 - Standard Specification for General Requirements for Wire Rods and Coarse Round Wire, Carbon Steel, and Alloy Steel.
3. ASTM A641 – Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
4. ASTM A653 – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
5. ASTM C150 – Standard Specification for Portland Cement.

6. ASTM C206 – Standard Specification for Finishing Hydrated Lime.
 7. ASTM C841 - Standard Specification for Installation of Interior Lathing and Furring.
 8. ASTM C847 - Standard Specification for Metal Lath.
 9. ASTM C897 – Standard Specification for Aggregate for Job Mixed Portland Cement-Based Plasters.
 10. ASTM C926 – Standard Specification for Application of Portland Cement-Based Plaster.
 11. ASTM C932 - Standard Specification for Surface-Applied Bonding Compounds for Exterior Plastering.
 12. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.
 13. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
 14. ASTM C1063 - Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster.
 15. ASTM C1116 – Standard Specification for Fiber-Reinforced Concrete.
 16. ASTM E1190 – Standard Test Methods for Power-Actuated Fasteners Installed in Structural members.
- B. Federal Specifications (FS):
1. FS FF-N-105: Nails, Brads, Staples and Spikes: Wire, Cut and Wrought.
 2. UU-B-790A: Building Paper, Vegetable Fiber: (Kraft, Waterproofed, Water Repellent, and Fire Resistant).
- C. International Code Council (ICC):
1. ICC-ES AC11: Acceptance Criteria for Cementitious Exterior Wall Coatings.
 2. ICC-ES AC 191: Acceptance Criteria for Metal Plaster Bases (Lath).

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for each material and component proposed for installation.
- B. Certificates: Submit test reports or ICC Evaluation Reports indicating that materials are in compliance with CBC requirements. Cementitious materials shall meet the

acceptance requirements of ICC AC11, and metal lath the acceptance requirements of ICC AC191.

1.05 QUALITY ASSURANCE

- A.
- A. Pre-Installation Conference: CONTRACTOR shall coordinate and conduct pre-installation conference to review the progress of construction activities and preparations for the installation of metal lath and cement plaster and other related work of this Section.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Store weather sensitive materials under cover, off the ground, and kept in a dry condition until ready for use.
- B. Deliver materials to the Project site in manufacturer's sealed and labeled packages.

PART 2 - PRODUCTS

2.01 METAL LATH AND WEATHER RESISTIVE BACKING

- A. Metal Lath:
 - 1. Walls and Ceilings: Diamond mesh expanded metal lath, in conformance to ASTM C847, without paper backing. 3.4 pounds per square yard, hot-dip galvanized coating G60 in accordance with ASTM A653. Alabama Metal Industries Corporation (AMICO), California Expanded Metal Products Company (CEMCO), ClarkDietrich, Marino-Ware, or equal.
 - a. V-grooved self-furring type for installation over sheathing. Lath shall be furred out a minimum of 1/4 inch when installed over a solid surface in accordance to DSAIR 25-4.
 - b. Flat type for installation over spaced framing.
 - 2. Walls: Self-furring Welded Wire Lath: Weight 1.95 pounds per square yard, with Class 1 galvanized coating in conformance to ASTM A641. Structa Mega Lath per ICC ESR-2017, as manufactured by Structa Wire Corp, or equal.
 - 3. Walls & Ceilings: Self-furring Welded Wire Lath: Weight 2.2 pounds per square yard, with Class 1 galvanized coating in conformance to ASTM A641 with heavy perforated Kraft paper. V-Truss per ICC ESR-2017, as manufactured by Structa Wire Corp, or equal.
- B. Water Resistive Barrier Backing for Metal Lath:
 - 1. One layer of air barrier membrane per Section 07 2719, Plastic Sheet Air Barriers.

2. One layer of asphalt saturated, water resistant Kraft paper backing conforming to Fed Spec UU-B-790A, Type 1, Grade D60, manufactured by Fortifiber, Davis Wire, Leather back, or equal. Furnish for exterior plastering.

C. Self-Adhered Flashing:

1. Compatible with the Plastic Sheet Air Barrier, minimum 25 mils thick, self-sealing and waterproof.
2. Adhesives, primers and sealers for self-adhered flashings and water repellant backing shall be as recommended by manufacturer for installation with specified products and substrates, and shall be approved by the OWNER's Office of Environmental Health and Safety (OEHS).

2.02 METAL LATH ACCESSORIES

- A. Materials: Minimum 0.0172 inch galvanized steel or 0.0207 zinc alloy with expanded wings. PVC is not permitted. Furnish casing beads, expansion and control joints, weep and vent screeds.
- B. Manufacturers: Alabama Metal Industries Corporation (AMICO), California Expanded Metal Products Company (CEMCO), ClarkDietrich, Stockton Products, Marino-Ware, equal.
- C. Products:
 1. Exterior Stress Relief Joints: Sizes and profiles, indicated or required. Control joints shall have expanded wings when attachment flange is installed above the primary water-resistant barrier.
 2. Expansion Joints: Two piece sections designed to accommodate expansion, contraction and shear forces. Industry generic name: #40-2 piece joint.
 3. Control Joints: One-piece sections, with flange designed to engage plaster. Grounds shall provide full 7/8 inch thickness of cement plaster. Industry generic name: XJ-15.
 4. Soffit Drip Screed: Similar to Stockton Products No. 5, with key holes.
 5. Casing Beads: Expanded or standard flange type with 7/8 inch grounds to establish plaster thickness. Industry generic names: J-Mold or # 66.
 6. Welded Wire Corner Reinforcement: 2-5/8 inch wire wings square or bullnose. Industry generic name: CornerAid.
 7. Inner Corner Reinforcement: Shaped reinforcing expanded metal with 3 inch legs, for angle reinforcement. Industry generic name: Cornerite.
 8. Lath Reinforcement: Flat expanded metal lath reinforcing units. Industry generic name: Striplath.

9. Outside Corner Reinforcing: 2 1/2" legs Class 1 Galvanized Coating complying with ASTM A641. VTruss Straight Corner per ICC ESR-2017, as manufactured by Structa Wire Corp, or equal.
10. Ventilating Screeds: Soffit, attic, fascia, edge, channel and expansion channel vent screeds, perforated web type, with integral plaster grounds, of sizes indicated on drawings.

2.03 LATH FASTENERS

- A. Fasteners at Locations with no Continuous Insulation:
 1. Wood Studs: Fasteners shall be corrosion resistant.
 - a. Nails: In accordance to FS FF-N-105, 0.113 with a 3/8 inch diameter head with length that penetrates wood framing (exclusive of sheathing) 3/4 inch minimum.
 - b. Screws: Type A, in accordance to ASTM C1002, length that penetrates wood framing (exclusive of sheathing) 3/4 inch minimum.
 - c. Staples: In accordance to FS FF-N-105. Minimum 3/4 inch crown, 0.053 inch steel. Staples shall have sufficient length to penetrate studs at least 3/4 inch.
- B. Fasteners for Concrete and CMU Substrates: Power Actuated Fasteners: For attachment of lath to concrete and concrete masonry, recommended by manufacturer for the specific use intended. Minimum 3/4 inch long hardened drive style pin with a 1/2 inch diameter style washer. Fasteners shall be Fasteners shall be corrosion resistant and provide minimum withdrawal resistance of 50 pounds minimum.
- C. Wire: Wire for fastening lath to supports, tying ends and edges of lath sheets, and securing accessories to lath, 0.0475 inch diameter (# 18 wire). Galvanized soft-annealed steel wire in conformance to ASTM A641.

2.04 PLASTER MATERIALS

- A. Factory Blended Portland Cement Plaster Basecoats and Finish: Products as fabricated by California Stucco, La Habra, Shamrock Stucco, Merlex, Omega Stucco, Inc., Expo Stucco, Spec Mix, Quikrete or other manufacturer member of the Stucco Manufacturer's Association (SMA).
 1. Material Standards:
 - a. Portland Cement: ASTM C150.
 - b. Hydrated Lime: ASTM C206.
 - c. Sand: ASTM C897.

- d. Fibers: ASTM C1116.
2. Three Coat Systems:
 - a. Scratch and Brown Coats: Factory blended fiber reinforced plaster and sand mix conforming to ASTM C926, and requiring only the addition of water. Total thickness of coats: 3/4 inch.
 - b. Finish Coat: Factory blended cementitious stucco color coat, integrally colored with fade-resistant pigments. Coat thickness 1/8 inch.
 - 1) Finish: **Light Sand**
 - 2) Color: As selected by ARCHITECT.
 3. Two Coat Systems:
 - a. Brown Coat: Factory blended fiber reinforced plaster and sand mix conforming to ASTM C926, and requiring only the addition of water. Coat thickness 3/8 to 1/2 inch.
 - b. Finish Coat: Factory blended cementitious stucco color coat, integrally colored with fade-resistant pigments. Coat thickness 1/8 inch.
 - 1) Finish: **Light Sand**
 - 2) Color: As selected by ARCHITECT.
- B. Water: Clean, potable and from domestic source.
 - C. Plaster Bonding Agent: In conformance to ASTM C932 and formulated for exterior use. "Weld-Crete", manufactured by Larsen Products Co., or equal.
 - D. Plaster Patching Materials:
 1. Bonding Agent: Acrylic resin type, Acryl 60, LHP Bonder, or equal.
 2. Patching Plaster: Manufactured by Merlex Stucco, Inc., or equal. Furnish fast setting, compatible with existing plaster materials, "Exterior Pronto Patch," Portland cement base coat material, requiring only addition of water. Material shall provide initial set within 20 minutes and final set within one hour.
 - E. Flashing: Single ply self-adhesive waterproofing membrane as manufactured by W.R. Grace Company, Jiffy-Seal by Protecto Wrap, W.R. Meadows, Inc., or equal. Furnish for installation behind stress relief joints and backing on horizontal and vertical surfaces exposed to weather; under metal copings and flashings; and window jambs and sills.
 - F. Miscellaneous Materials: Provide additional components and materials required for a complete installation.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that installation of plastic sheet air barrier and flashings, per Section 07 2719 is complete before starting Work of this Section.

3.02 INSTALLATION-OF WATER RESISTIVE BARRIER

- A. Install one layer of water resistant barrier over air barrier. Install Kraft paper horizontally with each course weather lapped 2 inches over layer below and 6 inches on ends.
- B. Repair and seal tears and holes in water resistive barrier prior to installing lath.
- C. Install single ply self-adhesive flashing per manufacturer's recommendations in areas indicated on the Drawings and at locations where the plaster will be in less than a 60 degree plane or where water can pond, with a six inches extension onto the vertical wall surface. Apply self-adhesive flashing in a "shingle fashion".

3.03 INSTALLATION OF LATH AND LATH ACCESSORIES

- A. Exterior Lathing, General: Install in conformance to ASTM C1063 and CBC Chapter 25.
- B. Install longest length of metal lath as possible. Do not use pieces shorter than six feet in length. Attach lath to framing supports not more than seven (7) inches apart along framing supports only.
- C. Apply metal lath with long dimension at right angles to framing or furring supports and lap lath a minimum 1/2 inch at sides and minimum 1 inch on ends. Lap wire lath minimum one mesh on sides and ends. Stagger vertical laps at least 16 inches. Lath shall lap flanges of solid flanged trim accessories by a minimum of 50%.
- D. Ends of lath on open framing (unsheathed) shall occur over supports. Where necessary, install additional studs to provide support for lath ends and support for separate flanges of stress relief joints.
- E. Install trim accessories plumb, level and straight, attachments should not exceed 24 inches on center.
- F. Lath shall not be continuous through control joints. Two-piece Expansion Joints shall have the lath cut, be attached to framing and lath lap the flanges. Place control joints as indicated on elevations. Water resistant barrier shall be continuous behind all control joints and vertical reveals.
- G. Powder Actuated Fasteners shall be used on concrete/masonry substrates when lath is applied. Fasteners shall be driven home and avoid spalling of concrete. Pattern shall simulate that of framed walls.
- H. Metal lath shall be fastened to metal supports with specified fastener spaced not more than 6 inches apart or with other recognized fasteners.

3.05 PLASTER APPLICATION - GENERAL

- A. Verify that installation of lath is complete prior to start plastering. Notify the Technical Service Information Bureau upon completion of lath and prior to start of plaster to schedule a lathing installation compliance meeting. TSIB will submit a written field observation report delineating any deficiencies. Site meeting shall be coordinated with OWNER.
- B. Proportion, mix, apply, and cure plaster in conformance with ASTM C926 and CBC Chapter 25.
- C. Install each plaster coat to an entire wall or ceiling panel without interruption to avoid cold joints and abrupt changes in uniform appearance of succeeding coats. Wet plaster shall abut existing plaster at naturally occurring interruptions in plane of plaster (such as corner angles, openings and control joints) wherever possible. Cut joining, where necessary, square and straight and at least 6 inches away from a joining in preceding coat.
- D. Provide sufficient moisture or curing methods to permit continuous and complete hydration of cementitious materials, considering climatic and Project site conditions. If water cured, each basecoat shall be continuously damp for at least 48 hours, including weekends and holidays. Other curing methods, spray applied curing compounds, or OEHS approved equal are permitted.
- E. Provide sufficient time between coats to permit each coat to cure or develop enough rigidity to resist cracking or other damage when next coat is installed.

3.06 EXTERIOR PLASTERING

- A. Concrete surfaces, except where noted as "Exposed Concrete" or "Painted Concrete," shall be finished with stucco **light sand** finish coats, as specified.
- B. Preparation of Concrete and Masonry Surfaces:
 - 1. Exterior concrete and masonry surfaces to be plastered shall be free of oily or waxy substances, and loose or foreign material. Uniformly spray with nozzle-type water spray at least 12 hours before installation of plaster or as required to control suction.
 - 2. Concrete and masonry surfaces to receive two coat application of 5/8 inch thick Portland cement plaster shall be treated with bonding agent. This surface preparation shall not be installed instead of a brown coat of plaster.
 - 3. Concrete surfaces to receive stucco dash finish shall be lightly sandblasted to provide a roughened surface.
 - 4. Verify that lath has been installed securely and that grounds, screeds, casing beads and other accessories are straight, in correct position, and securely fastened in place.
- C. Mixing: Provide plaster mix: cementitious materials and aggregate in proportions specified, furnishing only sufficient water to obtain proper consistency before

installation. Do not mix any more material at any time than can be installed within 1/2 hour after mixing. Do not re-temper. Add only enough water to allow proper application of cement plaster.

D. Application:

1. **Sand Bond Coat:** on concrete or masonry surfaces, leave undisturbed, and maintain damp for at least 24 hours following installation.
2. **Scratch Coat:** Install with sufficient material to completely cover laths and scratch across supports.
3. **Brown Coat:** Rod to a straight, true, even within 1/4 inch tolerance in 5 feet of surface and consolidate surface with a wood or neoprene float. Surface shall be left open and course, suitable to receive finish coat.
4. **Stucco Finish Coat:** Install in two coats to a total thickness of 1/8 inch, each coat covering surface uniformly. First coat shall completely cover basecoat with uniform color. Second color shall provide a uniform texture.
 - a. First coat shall be installed adequately to cover surface and fill minor imperfection in the brown coat.
 - b. The second coat shall be installed by doubling back same day, when first coat is sufficiently dry.
 - c. Over concrete surfaces, second coat shall be installed 24 hours after installation of first coat. In warm weather, first coat shall be cured by light water spray after material has set.
 - d. **Protection:** Protect those surfaces, which are not to receive dash finish coats. Such surfaces shall be shielded and shall have any sand left from dashing operation removed.

E. Curing Exterior Plaster: Adhere to current edition of CBC for curing requirements.

F. Option for Machine Application, Scratch and Brown Coats: Instead of hand installed plaster, the furnishing of plastering machines for interior or exterior scratch and brown coats or single base coat is permitted. Machine installation shall be in accordance with the following:

1. **Qualifications:** Provide proper equipment and apparatus.
2. **Apparatus:** Pump shall be equipped with an air pressure gage or factory installed blow-off valve and required safety devices. Hoses and connections shall be tight and pressure shall be maintained constant.
3. **Proportion and Application:** Proportioning, mixing, number of coats and thickness shall be same as specified for hand application. Cement aggregate and water shall be mixed to plaster machine. Plaster mix shall be projected into and conveyed through a hose to the nozzle at end of hose and deposited by pressure in its final position ready for manual straightening and finishing.

4. Follow-Up: Perform scoring operation of plaster, based on settings and drying conditions at time of installation. Curing shall be as previously specified.
5. Protection: Before installing any plaster, thoroughly protect other adjacent Work.

3.07 QUALITY CONTROL

- A. Finish exterior plaster to a uniform texture, free of imperfections and flat within 1/4 inch in 5 feet. Form a suitable foundation for paint and other finishing materials. Avoid joining marks in finish coats.

3.08 REPAIR OF DAMAGED PLASTER

A. Plaster Detached from Framing:

1. Remove loose and broken plaster.
2. Repair or replace damaged water-resistant backing and lath in compliance with specified standards.
3. Remove stucco finish from surrounding area in the same plane by sandblasting.
4. Install a scratch coat and a brown coat mixed with liquid bonding agent instead of water to the areas devoid of plaster.
5. Install a coat of liquid bonding agent to entire wall plane.
6. Install a 1/8 inch thick stucco finish coat to entire wall plane and match existing texture and color.

B. Cracked Plaster 1/8 inch to 1/2 inch:

1. Remove loose material from crack with a wire brush.
2. Fill crack with slurry of stucco and liquid bonding agent.
3. Install a coat of liquid bonding agent to entire wall plane.
4. Install 1/8 inch thick stucco finish to entire wall plane and match existing texture and color.

C. Cracks Larger than 1/2 inch - Painted:

1. Remove loose material from crack with a wire brush.
2. Fill crack with slurry of one part Portland cement to three parts masonry or stucco sand and liquid bonding agent to match existing texture of adjacent surface.

3. Paint entire wall plane, color to match existing.
4. Where patching of plaster over existing lath is feasible, fasten loose lath and install new lath with nails at 6 inch centers. Where metal is furnished, lap new lath over existing 6 inches and tie at 6 inch centers. Install paper backings as required, shingled into existing.
5. Patching of Holes, Cracks, and Gouges: Holes, cracks, gouges, missing sections, and other defects in existing improvements shall be patched. For holes over 1 inch in size, cut small sections of lath and place in opening attached to existing material. Install 3 coats of plaster. For holes one inch and smaller, install bonding agent to existing surfaces and neatly fill hole with plaster, installing necessary coats to match adjacent surfaces, eliminate cracks and match existing surface texture. Cracks, gouges, and other defects shall be filled with plaster or spackle as required and neatly finished to match adjacent existing improvements.

3.10 CLEANING

- A. Remove rubbish, debris, and waste material and legally dispose of off the Project site.

3.11 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 9000
PAINTING AND COATING

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Exterior painting.

1.02 REGULATORY REQUIREMENTS

- A. Paint materials shall comply with the Food and Drug Administration's (F.D.A.) Lead Law and the current rules and regulations of local, state and federal agencies governing the use of paint materials.

1.03 SUBMITTALS

- A. List of Materials: Before submittal of samples, submit a complete list of proposed paint materials, identifying each material by distributor's name, manufacturer's name, product name and number, including primers, thinners, and coloring agents, together with manufacturers' catalog data fully describing each material as to contents, recommended installation, and preparation methods. Identify surfaces to receive various paint materials.
- B. Material Samples: Submit manufacturer's standard colors samples for each type of paint specified. Once colors have been selected, submit Samples of each color selected for each type of paint accordingly:
1. Samples of Paint and Enamel must be submitted on standard 8 ½" x 11" Leneta Opacity-Display Charts. Each display chart shall have the color in full coverage. The sample shall be prepared from the material to be installed on the Work. Identify the school on which the paint is to be installed, the batch number, the color number, the type of material, and the name of the manufacturer.
 2. Materials and color samples shall be reviewed before starting any painting.

1.04 QUALITY ASSURANCE

- A. Certification of Materials: With every delivery of paint materials, the manufacturer shall provide written certification the materials comply with the requirements of this section.
- B. Coats: The number of coats specified is the minimum number. If full coverage is not obtained with the specified number of coats, install additional coats as required to provide the required finish.

- C. Install coats and undercoats for finishes in strict accordance with the recommendations of the paint manufacturer as reviewed by the Architect.
- D. Paint materials shall comply with the following as a minimum requirement:
 - 1. Materials shall be delivered to Project site in original unbroken containers bearing manufacturer's name, brand number and batch number.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Storage and Mixing of Materials: Store materials and mix only in spaces suitable for such purposes. Maintain spaces clean and provide necessary precautions to prevent fire. Store paint containers so the manufacturer's labels are clearly displayed.

1.06 SITE CONDITIONS

- A. Temperature: Do not install exterior paint in damp, rainy weather or until surface has thoroughly dried from effects of such weather. Do not install paint, interior, or exterior, when temperature is below 50 degrees F, or above 90 degrees F, or dust conditions are unfavorable for installation.

1.07 WARRANTY

- A. Manufacturer shall provide a three year material warranty.
- B. Installer shall provide a three year application warranty.

1.08 MAINTENANCE

- A. Provide at least one gallon of each type, color and sheen of paint coating installed. Label containers with color designation.

PART 2 - PRODUCTS

2.01 PAINT MATERIALS

- A. Furnish the products of only one paint manufacturer unless otherwise specified or required. Primers, intermediate and finish coats of each painting system must all be the products of the same manufacturer, including thinners and coloring agents, except for materials furnished with shop prime coat by other trades.
- B. Factory mix paint materials to correct color, gloss, and consistency for installation to the maximum extent feasible.
- C. Paint materials to be minimum "Architectural Grade".
- D. Gloss degree standards shall be as follows:

HIGH GLOSS	70 and above	EGGSHELL	30 to 47
SEMI-GLOSS	48 to 69	SATIN	15 to 29

2.02 MANUFACTURERS

- A. Acceptable manufacturers, unless otherwise noted:
1. Dunn-Edwards Corporation Paints
 2. Frazee Paints and Wall coverings
 3. Vista Paints
 4. Sherwin Williams
 5. ICI Paints
 6. Equal.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Examine surfaces to receive paint finish. Surfaces which are not properly prepared and cleaned or which are not in condition to receive the finish specified shall be corrected before prime coat is installed.
- B. New woodwork shall be thoroughly cleaned, hand sandpapered, and dusted off. Nail holes, cracks or defects in Work shall be filled. On stained woodwork, fill shall be colored to match stain. Filling shall be performed after the first coat of paint, shellac or varnish has been installed.
- C. Plaster surfaces shall be allowed to dry at least 3 weeks before painting. .
- D. Metal surfaces to be painted shall be thoroughly cleaned of rust, corrosion, oil, foreign materials, blisters, and loose paint.
- E. Do not install painting materials to wet, damp, dusty, dirty, finger marked, rough, unfinished or defective surfaces.
- F. Concrete surfaces shall be dry, cleaned of dirt and foreign materials and in proper condition to receive paint. Neutralize spots demonstrating effects of alkali.
- G. Mask off areas where necessary.
- H. Existing painted surfaces indicated to be painted, shall be prepared as follows:
1. Wood, plaster and metal surfaces shall be washed with TSP (tri-sodium phosphate) substitute to remove dirt, grease and other foreign materials and rinsed with clean water and then sand papered and dusted off. Surfaces shall have wax completely removed before washing, which includes base, shoe base, and concrete base.

2. Checked, cracked, blistered, scaled, peeling, and alligatored paint on wood and metal surfaces shall have paint removed down to original finished surface, then hand-sanded and dusted clean.
 - a. Surfaces shall then be considered as new work.
 - b. Woodwork shall be hand sanded smooth after each and every coat, except last coat. Coats shall be free from dust, dirt or other imperfections.

3.02 APPLICATION

- A. Backpainting: Immediately upon delivery to the Project site, finish lumber and millwork shall be backpainted on surfaces that will be concealed after installation. Items to be painted shall be backpainted with priming coat specified under "Priming".
- B. Priming: New wood and metal surfaces specified to receive paint finish shall be primed. Surfaces of miscellaneous metal and steel not embedded in concrete, and surfaces of unprimed plain sheet metal Work shall be primed immediately upon delivery to the Project site. Galvanized metal Work and interior and exterior woodwork shall be primed immediately after installation. Priming of surfaces and priming coat shall be as follows:
 1. Knots, Pitch and Sap Pockets: Shellac before priming.
 2. Exterior Woodwork: Prime with one coat of exterior waterborne emulsion wood primer.
 3. Galvanized Metal Work: Clean oil, grease and other foreign materials from surfaces. Install vinyl wash pretreatment coating. Follow manufacturer's instructions for drying time, and then prime with one coat of metal primer.
 4. Shop Primed Metal Items: Touch up bare and abraded areas with metal primer before installation of second and third coats.
 5. Coats shall be installed evenly and with full coverage. Finished surfaces shall be free of sags, runs and other imperfections.
- C. Allow at least 24 hours between coats of paint.
- D. Rollers shall not be used on wood surfaces.
- E. Each coat of painted woodwork and metal, except last coat, shall be sandpapered smooth when dry.
- F. Do not "paint-out" UL labels, fusible links and identification stamps.
- H. Paint Roller, brush and spray.
 1. First coat on wood overhang and ceilings shall have material applied by roller and then brushed out in a professional manner to leave surface free of imperfections. Finish coat may be sprayed.

3. Other surfaces shall have all coatings applied with brushes of proper size.
4. Spray work is permitted only on masonry and plaster.

3.03 CLEANING

- A. Remove rubbish, waste, and surplus material and clean woodwork, hardware, floors, and other adjacent Work.
- B. Remove paint and brush marks from glazing material and, upon completion of painting Work, wash and polish glazing material both sides. Glazing material, which is damaged, shall be removed and replaced with new material.
- C. Clean hardware and other unpainted metal surfaces with recommended cleaner. Do not furnish abrasives or edged tools.

3.04 SCHEDULE

- A. Exterior:
 1. Woodwork: 3 coats.
 - a. First Coat: As specified in this section under Priming.
 - b. Second and Third Coats: Exterior house and trim enamel.
 2. Plaster and Stucco: 3 coats. Flat 100 percent acrylic.
 - a. Prime Coat: Alkali resistant primer/sealer.
 - b. Exterior 100 percent acrylic.
 3. Concrete: 3 coats. Flat 100 percent acrylic.
 - a. First Coat: Concrete sealer.
 - b. Second and Third Coats: Exterior 100 percent acrylic.
 4. Concrete Block: 3 coats. Flat 100 percent acrylic.
 - a. First Coat: Concrete block filler.
 - b. Second and Third Coats: Exterior 100 percent acrylic.
 5. Metal: 3 coats. Shall be cleaned and pre-treated. Items to be painted include, but are not limited to: steel columns and miscellaneous steel items, gravel stops, metal doors and frames, hoods and flashings.
 - a. First Coat: As specified in this section under Priming.
 - b. Second and Third Coats: Exterior gloss enamel.

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3.05 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.06 CLEANUP

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

APPENDIX III

CITY HOLIDAYS – 2020/2021

Wednesday, November 11 – Veterans Day

Thursday, November 26 – Thanksgiving Day

Friday, November 27– Extended Thanksgiving Holiday

Thursday, December 24 – Four Hours – Christmas Eve

Friday, December 25 – Christmas Day

Friday, January 1, 2021 New Years Day

Monday, January 18, 2021 Martin Luther King Jr Day

Monday, February 15, Presidents Day