

MONTEREY BAY AIR RESOURCES DISTRICT

ROOFING REPAIR

BID NO. 01

PROJECT MANUAL

BID DOCUMENTS AND SPECIFICATIONS



Monterey Bay Air Resources District
Roofing Repair

TABLE OF CONTENTS
SECTION 00010

Division	Section Title	Project Manual PDF Page
----------	---------------	-------------------------

DIVISION 00 - BIDDING REQUIREMENTS AND CONTRACT FORMS

000100	TABLE OF CONTENTS	2
001113	NOTICE TO CONTRACTORS CALLING FOR BIDS	4
002113	INSTRUCTIONS FOR BIDDERS	7
004213	BID PROPOSAL	15
004510	SUBCONTRACTOR LIST	20
004510.1	ALTERNATIVES SUBCONTRACTOR LIST	22
004513	STATEMENT OF QUALIFICATIONS	24
004519	NON-COLUSION AFFIDAVIT	34
004526	CERTIFICATION OF WORKER'S COMP	35
004547	DVBE	36
005213	AGREEMENT	51
006000	PROJECT FORMS	55
006110	BID BOND	71
006113.13	PERFORMANCE BOND	73
006113.16	PAYMENT BOND	75
007000	GENERAL CONDITIONS	77
008000	SPECIAL CONDITIONS	148

DIVISION 01 - GENERAL REQUIREMENTS

011010	SUMMARY OF WORK	152
012000	PRICE AND PAYMENT PROCEDURES	158
012300	ALTERNATIVES	161
012613	INFORMATION AND PROCEDURES INSTRUCTIONS (RFI)	163
013119	PROJECT MEETINGS	165
013300	SUBMITTALS	169
013323	SHOP DRAWINGS, PRODUCT DATA & SAMPLES	171
013500	SPECIAL PROJECT PROCEDURES	177
014000	REGULATORY REQUIREMENTS	183
014213	ABBREVIATIONS	187
014523	TESTING AND INSPECTION	191
015000	TEMPORARY FACILITIES AND CONTROLS	199
017400	GUARANTEES, BONDS, SERVICE AND MAINTENANCE CONTRACTS	208
017700	CONTRACT CLOSEOUT	213
017800	CONTRACT CLOSEOUT FORMS	217

DIVISION 07 - GENERAL REQUIREMENTS

071800	PEDESTRIAN TRAFFIC COATING	225
075500	LIQUITLEC REINFORCED MEMBRANE ROOFING	233

SECTION 001113

NOTICE TO CONTRACTORS CALLING FOR BIDS

DISTRICT: **Monterey Bay Air Resources District**

PROJECT: **Monterey Bay Air Resources District,
Roofing Repair**

LAST DATE/TIME FOR SUBMITTAL
OF BID PROPOSAL: **November 29, 2022 at 2:00**

PLACE FOR SUBMITTAL OF
BID PROPOSALS: **Monterey Bay Air Resources District
Front Desk
24580 Silver Cloud Court
Monterey, CA 93940**

DATE/TIME FOR MANDATORY
JOB WALK: **November 17, 2022 at 2:00
Monterey Bay Air Resources District
Board Room
24580 Silver Cloud Court
Monterey, CA 93940**

BID AND CONTRACT
DOCUMENTS AVAILABLE
AFTER **November 8, 2022** FROM: Pamela Lapham via Email Request
Email: pam@ausonio.com
Phone: 831-288-8177

NOTICE IS HEREBY GIVEN that the above-named Monterey Bay Air Resources District, acting by and through its Board of Trustees, hereinafter "the District" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work of the Project generally described as: **Monterey Bay Air Resources District, Roofing Repair.**

Project Description. The Monterey Bay Air Resources District Roofing Repair project consists of refreshing existing roofing systems. This includes removal and disposal of existing gravel and coating the existing Elasto-Deck 5000 system with Liquitex Reinforced Membrane Roofing application including walk pad areas; fixing slope issues; removal of existing light weight concrete roofing material and applying pedestrian traffic coating (Dura-Walk Heavy Duty); power washing and caulking the existing metal roof; and water test rain water leaders. The project includes three add alternates:

- A. Add Alt #1 Remove and replace coping caps and paint.
- B. Add Alt #2 Removal and installation of traffic coating at patio and deck on 2nd floor.
- C. Add Alt #3 Removal and installation of traffic coating at patio on 3rd floor.

2. Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

Monterey Bay Air Resources District
Roofing Repair

2. **Bid and Contract Documents.** The Bid and Contract Documents are available via email request to Pamela Lapham (pam@ausonio.com) and the Monterey Bay Air Resources District website.
 - A. Bid Documents Include:
 - i. As Build Drawing Mark Ups (Sheets A-2, A-3, A-4, A-21, A-22).
 - ii. Project Manual
 - iii. Dura-Walk Details (Crack, Terminations, Typical Concrete)
 - iv. Roofing Measurement Report dated 10/10/22 for convenience only

4. **Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by:
 - (a) List of Subcontractors;
 - (b) Non-Collusion Affidavit
 - (c) Bid Bond
 - (d) Verification of Contractor and Subcontractors' DIR Registration
 - (e) State of Qualifications
 - (f) Substitution Request

All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

5. **Prevailing Wage Rates.** Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are maintained at the following website: www.dir.ca.gov The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work. The District intends to operate a Labor Compliance Program pursuant to section §1770 et seq. of the California Labor Code.

6. **Contractors License Classification.** In accordance with the provisions of California Public Contract Code §03300, the District requires that Bidders possess a valid and current California Contractors License in the following classifications at the time that the Contract for the Work is awarded and at all times during the Work: **CLASS B GENERAL CONTRACTING LICENSE**. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

7. **Contract Time.** Substantial Completion of the Work shall be achieved as set forth in the Special Conditions. Failure to achieve Substantial Completion of the Work within the Contract Time shall subject the Contractor to assessment of Liquidated Damages for delayed Substantial Completion of the Work, as set forth in the Contract Documents.

8. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in an amount not less than **ten percent (10%)** of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

9. **No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of **sixty (60)** days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

10. **Pre-Bid Conference and Job-Walk.** The District will conduct a **MANDATORY PRE-BID CONFERENCE AND JOB-WALK** for bidders. The Job-Walk will be conducted beginning at **2:00 PM** Bidders are to meet at the Monterey Bay Air Resources District Office, **24580 Silver Cloud Court, Monterey CA 93940** at the date and time

Monterey Bay Air Resources District
Roofing Repair

for the Job Walk. All Bidders will be required to sign-in prior to walk, all those not signed in at that time will be considered not to be in attendance. All bidders must be represented at this scheduled site visit. The failure of a Bidder's representative to attend the entire Pre-Bid Conference and Job-Walk will result in the rejection of such Bidder's Bid Proposal for non-responsive.

11. **Substitute Security.** In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall have **ten (10) days** following action by the District's Board of Trustees to award the Contract to such Bidder to its written request to the District to permit the substitution of securities for retention under California Public Contract Code §22300. The failure of such Bidder to make such written request to the District within said ten (10) day period shall be deemed a waiver of the Bidder's rights under California Public Contract Code §22300.
12. **Waiver of Irregularities.** The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
13. **Award of Contract.** The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest responsive Bid Proposal. If Alternate Bid Items are included in the bidding, the lowest priced Bid Proposal will be determined on the basis of the Base Bid Proposal or on the Base Bid Proposal and the combination of Alternate Bid Items selected in accordance with the applicable provisions of the Instructions for Bidders.
14. **Overrun at the Bid Opening.** If the lowest responsible bid received at the bid opening exceeds the amount of funds available to finance the Contract the District may without taking deductive alternates;
 - Reject all bids;
 - Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder.
15. **Woman and Minority Business Enterprises Enterprise are Encouraged to Apply.** The recipient of a contract with the District that utilizes federal funds must ensure to the fullest extent possible that the current percentage (stated in the District's federal grant) of federal funds for prime contracts or subcontracts for supplies, construction, equipment, or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women, and historically black colleges and universities.

The District may require that a contract be awarded to the lowest responsible bidder:

- 1) Who meets District goals and requirements regarding the participation in the contract by minority business enterprises and women business enterprises; or
- 2) Who makes a good faith effort before the time the bids are opened, to comply with District goals and requirements, in accordance with criteria allowed under the law, regarding the participation of minority and women owned enterprises.

END OF SECTION 001113

SECTION 002113

INSTRUCTIONS FOR BIDDERS

1. Preparation and Submittal of Bid Proposal.

1.1 Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids ("Call for Bids") may be deemed non-responsive and rejected. All spaces provided on the proposal forms shall be filled in. If any space is not utilized by the Bidder, that space shall be filled in with the notation "NA" (Not Applicable).

1.2 Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. The identification shall clearly state; "**Bid Proposal for Monterey Bay Air Resources District, Roofing Repair – Do Not Open.**" Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.

1.3 Date and Time of Bid Proposal Submittal. The District will place a date/time stamp on received Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp; Bid Proposals not so stamped as timely submitted will be rejected and returned to the Bidder unopened. The date/time stamp is controlling and determinative as to the date and time of the Bidder's submittal of its Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

2. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) a certified or cashier's check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a Surety as surety (the "Bid Security") in an amount not less than ten percent (10%) of the amount of the Base Bid as submitted in the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond is in the form and content included herein and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120.

3. Documents Accompanying Bid Proposal; Signatures. The Bid Proposal must be submitted with: Alternate Bid Item Proposal, List of Subcontractors, Changes in List of Subcontractors due to Alternates, Non-Collusion Affidavit, Bid Bond; and Verification of Contractor and Subcontractor DIR Registration. An individual duly authorized to execute the same on behalf of the Bidder shall execute the Bid Proposal, the Non-Collusion Affidavit, and the Bid Bond.

4. Modifications. Changes to the bid forms that are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District prior to the scheduled closing time for receipt of Bid Proposals and the public opening thereof.

5. Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposal Forms shall be filled in by typewriter or manually and legibly in ink. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure,

Monterey Bay Air Resources District
Roofing Repair

interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming with the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.

- 6. Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.
- 7. Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal by a written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District's public opening and reading of Bid Proposals. A written notice of withdrawal of a submitted Bid Proposal received after the scheduled closing time for receipt of Bid Proposals or the District's public opening and reading of Bid Proposals shall not be considered by the District, not effective to withdraw such Bid Proposal, except in accordance with Section 5100 – 5108 of the Public Contract Code. Withdrawn Bid Proposals may be resubmitted up to the time and date designated for receipt of Bid Proposals.
- 8. Agreement and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms and amounts of the Labor and Material Payment Bond, Performance Bond and other documents and instruments which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Labor and Material Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents.
- 9. Interpretation of Drawings, Specifications or Contract Documents-PreBid Inquiries.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. It is the sole and exclusive responsibility of the Bidder to submit such request not less than six (6) working days prior to the scheduled closing date for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District. A copy of any such addendum will be mailed or delivered to each Bidder receiving a set of the Contract Documents. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.
- 10. District's Right to Modify Contract Documents.** Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.
- 11. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Affidavit included in

Monterey Bay Air Resources District
Roofing Repair

the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.

12. Award of Contract.

12.1 Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

12.2 Award to Lowest Responsive Responsible Bidder. The award of the Contract, if made by the District through action of its Board of Directors, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.

12.3 Selection of Alternate Bid Items. The selection of Alternate Bid Items for inclusion in the scope of the Work of the Contract to be awarded and for determination of the lowest Bid Proposal based upon the Base Bid Proposal and the combination of Alternate Bid Items selected for inclusion in the Contract to be awarded will be by a "blind-bidder" process. After opening timely submitted Bid Proposals and before the public reading of Bid Proposals, District staff ("Staff") who will not be engaged in the selection of Alternate Bid Items for inclusion in the Contract to be awarded will assign each Bidder an alphabetical letter for identification purposes. The Staff will mask all portions of the Bid Proposal and other documents submitted with Bid Proposals so that the identity of each Bidder is not revealed. The Staff will maintain a list ("the Bidders List") that identifies by name and the alphabetical letter assigned by the Staff to each Bidder. After completing the Bidders List, the Staff will publicly read the Bid Proposals amounts of each Bidder for the Base Bid as well as each Alternate Bid Item. In this public reading of Bid Proposals, Bidders will not be identified by name; Bidders will be identified only by alphabetical letter assigned to each Bidder by the Staff. After the public reading of Bid Proposals, the Staff will provide the Architect and the District's staff responsible for selection of Alternate Bid Items for inclusion in the Contract to be awarded ("District Project Staff") copies of Bid Proposals with the identities of Bidders masked; Bid Proposals reviewed by the Architect and District Project Staff will identify Bidders only by alphabetical letters. At such time as the Architect and the District Project Staff have completed review of Bid Proposals and made a determination of which Bidder (by the alphabetical letter assigned by Staff) has submitted the lowest Bid Proposal on the basis of the Base Bid Proposal and any combination of Alternate Bid Items as determined by the Architect and the District Project Staff, the Staff will make available to the District Project Staff the Bidders List so that the identity of the Bidder to be awarded the Contract can be identified. Until such time as the District Project Staff have completed review of Bid Proposals and determination of which Bidder has submitted the lowest Bid Proposal, there will be no communication between the Staff and the Architect or the District Project Staff regarding the identities of Bidders or disclosure of any portion of the Bidders List.

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

12.5 Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal that conforms, in all material respects, with the Bid and Contract Documents.

12.6 Responsible Bidder. A responsible Bidder is a Bidder who has the capability in all respects, to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be

considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.

13. Subcontractors

13.1 Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors that will provide labor, equipment, or materials valued in excess of one-half of one percent (0.05%) of Bidders Lump Sum Base Bid for the proposed Work and that will perform Work at the Project site as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §4100 et seq.) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.

13.2 Work of Subcontractors. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inerrable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

13.3 Subcontractor Bonds. In accordance with California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

14. Workers' Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the Work under the Contract:

"I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the Work of the Contract."

The form of such Certificate is included as part of the Contract Documents.

Monterey Bay Air Resources District
Roofing Repair

15. **Bid Security Return.** The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.
16. **Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.
17. **Contractor's License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors License Law, California Business & Professions Code §7000 et seq. This requirement is not a mere formality and will not be waived by the District or its Board of Directors. The required California Contractor's License classification(s) for the Work is set forth in the call for Bids, Section 00030.
18. **Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
19. **Bidder's Qualifications.** Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder's Qualifications, which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If the District determines that any information provided by a Bidder in the Statement of Bidder's Qualifications is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as being non-responsive.
20. **Substitution of Specified Materials/Equipment.** Pursuant to Public Contract Code §3400(a), the District will consider requests of Bidders for the District to consent to substitutions of specified materials/equipment ("Substitution Request") only during the bidding process. The District **will not** consider or consent to a Substitution Request thereafter.
 - A. Latest Date/Time for Submittal of Substitution Request. The latest date/time for a Bidder to submit a Substitution Request is the latest date/time for Bidders to submit a Pre-Bid Inquiry, as set forth in the Call for Bids. The District will not consider or respond to a Substitution Request thereafter.
 - B. Submittal Requirements. Notwithstanding a Bidder's timely submission of a Substitution Request, the District will not consider or respond to a Substitution Request unless all of the following are complied with by the Bidder: (i) the Substitution Request is submitted on a completed form of Submittal Substitution Form (Document 00 60 02), along with at least the following: (i) technical data establishing the equivalency of the proposed substitution with the specified materials/equipment, including without limitation drawings, performance specifications, samples, test reports, and other similar items; (ii) statement by the Contractor that the proposed substitution is in full compliance with the requirements of the Contract Documents and the Laws and that incorporation of the proposed substitution in lieu of the specified materials/equipment will not delay completion of the Work or extend the Contract Time; (iii) list of Subcontractors affected by the Substitution Request; and (iv) if the proposed substitution requires re-design or removal of any Work to accommodate the proposed substitution, drawings and engineering calculations prepared by a California licensed architect or registered engineer for the portions of the Work requiring re-design or removal. Notwithstanding submittal of

Monterey Bay Air Resources District
Roofing Repair

the foregoing, if requested by the District or Architect, the Bidder submitting a Substitution Request shall submit such additional substantiating data as requested by the District or the Architect.

- C. Specified Materials/Equipment. Where multiple manufacturers of specified materials/equipment are identified or there are multiple materials/equipment specified in the Contract Documents, the first named manufacturer or the first named material/equipment is the basis of the design of the Work; use of any other manufacturer or material/equipment is deemed a substitution which can be furnished and installed by the successful Bidder only if the District consents thereto in accordance with these provisions.
- D. District Review and Notice of Consent. Timely submitted Substitution Requests will be reviewed by the District and Architect to determine the equivalency of the proposed substitution with the specified materials/equipment. The District's decision to grant, deny or conditionally consent to substitute specified materials/equipment is final and not subject to further review or appeal. If the District consents to or conditionally consents to substitution of specified materials/equipment, the District will issue an Addendum identifying the specified materials/equipment and the alternative materials/equipment consent to or conditionally consented to by the District.
- E. Bidder Responsibilities. If the District consents to or conditionally consents to substituted materials/equipment for those originally specified (Accepted Substitution) and a Bidder elects to incorporate any Accepted Substitution into its Bid Proposal, the Bidder shall be responsible for identifying in the Subcontractors List the Subcontractor(s) necessary to complete installation of the Accepted Substitution.

21. Pre-Bid Conference and Job-Walk. The District will conduct a Pre-Bid Conference and Job-Walk at the time(s) and place(s) designated in the Call for Bids. The District may, in its sole and exclusive discretion, elect to conduct one or more Pre-Bid Conference (s) and Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Pre-Bid Conference and Job-Walk. If the District elects to conduct any Pre-Bid Conference and Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Pre-Bid Conference (s) and Job-Walk(s), indicate whether Bidders' attendance at such additional Pre-Bid Conference (s) and Job-Walk(s) is/are mandatory. If attendance at the Pre-Bid Conference and Job Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Pre-Bid Conference and Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. Where the Pre-Bid Conference and Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Pre-Bid Conference and Job-Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. The District will reject the Bid Proposal of a Bidder who obtains the Bid and Contract Documents after the date of the Mandatory Pre-Bid Conference and Job-Walks set forth in the Call for Bids unless a Pre-Bid Conference and Job-Walk is requested by such Bidder and a Pre-Bid Conference and Job-Walk is conducted by the District in accordance with the following provisions. The District may, in its sole and exclusive discretion, conduct such requested Pre-Bid Conference and Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Pre-Bid Conference and Job Walk will be conducted only upon the requesting Bidder's agreement to reimburse the District for the actual and/or reasonable costs for the District's staff and its agents and representatives in arranging for and conducting such additional Pre-Bid Conference and Job-Walk.

22. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may result render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the

Monterey Bay Air Resources District
Roofing Repair

District in conformity with the California Access to Public Records Act, California Government Code §6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

- 23. Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §1101 et seq. (the AIRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.
- 24. Prevailing Wage Rates.** The Contractor and all Subcontractors shall pay all workers for all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the generally prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations for the type of work performed and the locality in which the work is to be performed pursuant to Sections 1770 et seq. of the California Labor Code. The successful bidder shall be responsible for complying with the following provisions of the Labor Compliance Program including:
- The payment of prevailing wages as determined by the Department of Industrial Relations for the location of the Project
 - Maintenance and submission of weekly certified payroll records
 - Hiring of apprentices as appropriate
- 25. Notice of Intent to Award Contract.** Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board meeting at which award of the Contract will be considered.
- 26. Bid Protest.** Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:
- (i) The bid protest is in writing;
 - (ii) The bid protest is filed and received by Richard Stedman, APCO at rstedman@mbard.org and the Construction Manager attention Pamela Lapham at pam@ausonio.com, not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and
 - (iii) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District shall review and evaluate the basis of the bid protest. The District shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Directors will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District. Action by the District's Board of Directors relative to a bid protest shall be final and not subject to appeal or reconsideration. The rendition of a written statement by the District's Administrative Services, (or his/her designee) and action by the District's Board of Directors to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal

Monterey Bay Air Resources District
Roofing Repair

or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

END OF SECTION 002113

BID PROPOSAL

To: **MONTEREY BAY AIR RESOURCES DISTRICT**, acting and through its Board of Directors
 ("the District"), 24580 Silver Cloud Court, Monterey, CA 93940.

For: Monterey Bay Air Resources District
 Roofing Repair
 Monterey, California

Date: _____

Bidder Name	_____	
Bidder Representative(s)	Name and Title _____	
	Name and Title _____	
Bidder Representative(s) Contact Information	Email Address(es) _____ _____	Phone/Fax (____) _____ Telephone (____) _____ Fax
	Bidder Mailing Address Address _____ City/State/Zip Code _____	
California Contractors' License	Number _____	
	Classification(s) and Expiration Date _____	

Note: All portions of this Bid Form must be completed and signed before the Bid is submitted. Failure to do so may result in the Bid being rejected as non-responsive.

[CONTINUED NEXT PAGE]

1. Bid Proposal.

1.1 Base Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents and to complete the Work required for the sum of:

\$, , .

_____ Dollars
(Bid Proposal Amount in Words)

1.2 Per Diem Compensable Delay Rate. The undersigned Bidder proposes a daily rate of compensation for general overhead and administrative costs/expenses associated with or arising out of Compensable Delays, if any.

\$, , .

_____ Dollars
(Bid Proposal Amount in Words)

1.3 Thirty Day Multiplier to Per Diem Compensable Delay Rate. The foregoing proposed per diem compensable delay rate (paragraph 1.2) multiplied by thirty (30) days is the sum of:

\$, , .

_____ Dollars
(Bid Proposal Amount in Words)

1.4 Per Diem Compensable Delay Rate. The undersigned Bidder proposes a daily rate of compensation for general overhead and administrative costs/expenses associated with or arising out of Compensable Delays, if any.

\$, .

_____ Dollars
(Proposed Per Diem Compensation Delay Rate in Words)

1.5 Add Alternate #1: Remove, Replace in Kind Painted Coping Caps. The undersigned Bidder proposes and agrees to perform the Alternate including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents and to complete the Alternate Work required for the sum of:

\$, .

_____ Dollars
(Proposed Per Diem Compensation Delay Rate x 30 in Words)

[CONTINUED NEXT PAGE]

- 1.6 Add Alternate #2: Remove and Replace Pedestrian Traffic Coating at 2nd floor deck and patio areas. The undersigned Bidder proposes and agrees to perform the Alternate including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents and to complete the Alternate Work required for the sum of:

\$, .

_____ Dollars
(Proposed Rate per 100 Square Feet in Words)

- 1.7 Add Alternate #3: Remove and Replace Pedestrian Traffic Coating at 3rd floor deck area. The undersigned Bidder proposes and agrees to perform the Alternate including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents and to complete the Alternate Work required for the sum of:

\$, .

_____ Dollars
(Proposed Square Feet Rate x 15 in Words)

- 1.8 Total Bid Amount (Basis of Award). The Total Bid Amount is the sum of the Base Bid Proposal Amount (Paragraph 1.1), the Per Diem Compensable Delay Rate with the thirty (30) day multiplier (Paragraph 1.3), the Add Alternate #1 (Paragraph 1.5), and Add Alternate #2 (Paragraph 1.6), and Add Alternate #3 (Paragraph 1.7) which is:

\$, , .

_____ Dollars
(Total Bid Amount in Words)

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

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

- 1.10 Alternate Bid Items. The Bidder's proposed pricing for each Alternate Bid Item, if any, is set forth in the accompanying form of Alternate Bid Items Proposal. If the District has included Alternate Bid Items for pricing by Bidders, failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Alternate Bid Items Proposal will result in the Bid Proposal being deemed non-responsive and rejected.

[CONTINUED NEXT PAGE]

2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following: (i) Bid Security; (ii) Subcontractors List; (iii) Statement of Qualifications; (iv) Non-Collusion Affidavit; and (v) Verification of Contractor and Subcontractor DIR registration. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive. **In addition to the foregoing, if the Bidder submits one of the three (3) lowest priced Bid Proposals for the Work as reflected by the Total Bid Amount, within three (3) business days after the date of the District's public opening of Bid Proposals, such Bidders shall submit duly completed and executed DVBE Worksheets to the District; failure to timely submit completed and executed DVBE Worksheets to the District will result in rejection of the Bid Proposal as being non-responsive.**
3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Agreement in the form attached hereto within Five (5) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; and (iv) Certificate of Workers' Compensation Insurance. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.
4. Contractors' License. The Bidder certifies that: (i) it possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.
5. Agreement to Bidding Requirements and Attorneys' Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal herein below, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the District. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.
6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The

Monterey Bay Air Resource District
ROOFING REPAIR

undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature of Bidder's Authorized Officer
or Representative)

(Typed or Printed Name)

Title: _____

[END OF SECTION]

SUBCONTRACTORS LIST

Project (“the Work”)	Monterey Bay Air Resources District, Roof Repair
Bidder Name	_____
Bidder’s Representative Signature	_____
	(Signature)

	(Typed or Printed Name)

Licensed Name of Subcontractor	Address of Office, Mill or Shop (City and State)	Trade or Portion of Work

DUPLICATE THIS PAGE AS NECESSARY FOR LISTING ADDITIONAL SUBCONTRACTORS

Monterey Bay Air Resources District
ROOFING REPAIR

[END OF SECTION]

**SUBCONTRACTORS LIST CHANGES FOR
 ALTERNATE BID ITEMS**

Project (“the Work”)	Monterey Bay Air Resources District, Roofing Repair
Bidder Name	_____
Bidder’s Representative Signature	_____ (Signature) _____ (Typed or Printed Name)

Bidders must complete this Subcontractors List Changes for Alternate Bid Items and submit this Subcontractor List Changes for Alternate Bid Items if: (i) there are Alternate Bid Items included by the District in the bidding process; (ii) if the District elects to incorporate an Alternate Bid Item into the scope of the Work, the Bidder will use additional or different Subcontractors to complete an Alternate Bid Item (“Alternate Bid Item Subcontractor”) than the Subcontractors identified in the Bidder’s Subcontractor’s List; and (iii) the value of the Work to be completed by an Alternate Bid Item Subcontractor is equal to or exceeds one-half of one (0.005) percent of the Bidder’s Bid Proposal Amount set forth in Paragraph 1.1 of the Bidder’s Bid Proposal. If there are Alternate Bid Items included in the bidding and a Bidder does not submit this Subcontractors List Changes for Alternate Bid Items, the Bidder must only use the Subcontractors identified in the Bidder’s Subcontractor’s List to complete any Alternate Bid Item incorporated by the District into the scope of Work or the Bidder must complete the Alternate Bid Item itself.

Licensed Name of Subcontractor	Address of Office, Mill or Shop (City and State)	Trade or Portion of Work & Alternate Bid Item No./Description

DUPLICATE THIS PAGE AS NECESSARY FOR LISTING
 ADDITIONAL ALTERNATE BID ITEMS SUBCONTRACTORS

Monterey Bay Air Resources District
ROOFING REPAIR

[END OF SECTION]

STATEMENT OF QUALIFICATIONS

Each Bidder must complete and submit this Qualifications Statement with the Bidder's Bid Proposal. The Qualifications Statement must be executed under penalty of perjury by an authorized employee or officer of the Bidder. All portions of the Qualifications Statement must be completed failure to do so will render the Bid Proposal non-responsive and rejected. If a Bidder's response to any Essential Requirement results in a "Not Qualified" response, the Bid Proposal of such a Bidder will be rejected for failure of the Bidder to meet Essential Requirements for the Project.

Bidder Name: _____

1. Bidder Information

1.1. Contact Information.

Mailing Address	Street Address _____
	City, State, Zip Code _____
Physical Location (if different from mailing address)	Street Address _____
	City, State, Zip Code _____
Telephone/Fax	(_____) _____ Telephone
	(_____) _____ Fax

1.2. Bidder Contacts.

Name	_____
Contact Information	(_____) _____ Telephone
	(_____) _____ Fax

	Email

1.3. California Contractors' License.

License Number(s)	_____
License Classification(s)	_____
RMO/RME	_____
Expiration Date(s)	_____

1.4. Bidder Form of Entity.

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Liability Company | |

[CONTINUED NEXT PAGE]

2. Insurance and Bonding.

<p>Commercial General Liability Insurance</p>	<p>Insurer: _____ Policy No.: _____ Broker: _____ Coverage Limits: Per Occurrence: _____ Dollars (\$) _____ Aggregate: _____ Dollars (\$) _____</p>
<p>Bid, Performance and Labor & Materials Payment Bond</p>	<p>Surety: _____ Surety Broker: _____ _____ (Surety Broker Contact Name) _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address) Bonding Capacity: Maximum Per Project: _____ Dollars (\$) _____ Maximum All Projects _____ Dollars (\$) _____</p>
<p>Workers Compensation Insurance</p>	<p>Insurer: _____ Policy No. _____ Broker: _____ Current EMR _____</p>

3. Revenue. Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
2022 (2021/2022)			
2021 (2020/2021)			
2020 (2019/2020)			

[CONTINUED NEXT PAGE]

4. References.

Owner References		
District Name	Address	Contact Person & Telephone No.

Architect References		
Firm Name	Address	Contact Person & Telephone No.

5. Essential Requirements. A Bidder will not be deemed qualified and if the response to any of the following results in a “not qualified” response; the Bid Proposal of such a Bidder will be rejected for failure of the Bidder to meet Essential Requirements for the Project.

- 5.1. Bidder possesses a valid and currently in good standing California Contractors’ license of the trade category(ies) for the Project as set forth in the Notice to Contractors.
 Yes No (Not Qualified)
- 5.2. Bidder has a current commercial general liability insurance policy with coverage limits which meet or exceed the policy limits required for the Project.
 Yes No (Not Qualified)
- 5.3. Bidder has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.
 Yes No (Not Qualified)
 Bidder is exempt from this requirement, because it has no employees
- 5.4. The Bidder’s current per project bonding capacity is at least **Two Million Dollars (\$2,000,000.00)**.
 Yes No (Not Qualified)
- 5.5. The Bidder’s current aggregate bonding capacity for all projects is at least **Ten Million Dollars (\$10,000,000.00)**.
 Yes No (Not Qualified)
- 5.6. Bidder is ineligible or debarred from submitting bid proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7?
 Yes (Not Qualified) No
- 5.7. Within the past five (5) years a public agency has determined that the Bidder, or any predecessor to the Bidder, is not a “responsible” bidder for a public works project or a public works contract?

Monterey Bay Air Resources District
ROOFING REPAIR

Yes (Not Qualified) No

5.8. Within the past seven (7) years, the Bidder or any, or any predecessor to the Bidder, has agreed with any public agency, in writing or verbally, not to submit bid proposals, proposals, quotes or other responses to any procurement of the public agency for construction, construction management or facilities maintenance/improvements services?

Yes (Not Qualified) No

5.9. During the past five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty.

Yes (Not Qualified) No

5.10. During the past five (5) years a Surety has completed any project or the Bidder's obligations under a construction contract.

Yes (Not Qualified) No

5.11. During the past five (5) years the Bidder been declared in default under a construction contract to which the Bidder was a party.

Yes (Not Qualified) No

5.12. The Bidder's Worker's Compensation Insurance prior five (5) year average Experience Modification Rating ("EMR") rating over the past five (5) years is more than 1.25.

Yes (Not Qualified) No

5.13. The Bidder's Worker's Compensation Insurance current average Experience Modification Rating ("EMR") rating is more than 1.25.

Yes (Not Qualified) No

5.14. CAL OSHA or OSHA has cited and assessed penalties against the Bidder for "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

Yes (Not Qualified) No

6. Performance/Experience. A Bidder must receive a minimum of 50 out of a possible 80 points in this section to be deemed "Qualified". The Bid Proposal of a Bidder who is not deemed "Qualified" will be rejected for non-responsiveness.

6.1. Within the past two (2) years has your organization performed work on public works projects where the value of your work was at least Five Hundred Thousand Dollars (\$500,000.00)?

Yes No

If yes, number of such projects: _____

Yes 1-5 Projects:	3 points
Yes 6-10 Projects:	5 points
Yes 10 or more Projects	10 points
No	0 points

6.2. Has a complaint ever been filed against your organization's California Contractors' License with the California Contractors' State License Board?

Yes No

Yes:	0 points
No:	10 points

[CONTINUED NEXT PAGE]

Monterey Bay Air Resources District
ROOFING REPAIR

6.3. Has your organization ever asked to be relieved of or refused to sign a contract for construction services awarded to it?

Yes No

Yes: 0 points

No: 5 points

6.4. Has your organization ever failed to complete a construction contract?

Yes No

Yes: 0 points

No: 10 points

6.5. Has your organization ever failed to complete a public works construction contract within the authorized time?

Yes No

Yes: 0 points

No: 10 points

6.6. Has your organization ever been assessed and paid liquidated damages under a construction contract with either a public or private owner?

Yes No

Yes: 0 points

No: 10 points

6.7. Has your organization or any principal of your organization ever been subject to a fine, penalty or other assessment for violating any federal, state or local law, rule or regulation relating to a construction project?

Yes No

Yes: 0 points

No: 5 points

6.8. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?

Yes No

If yes, on how many occasions? _____

No occasions - 10 points

1 occasion - 3 points

More than 1 occasion - 0 points

6.9. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

Yes No

If yes, on how many occasions? _____

No occasions 10 points

1 occasion 3 points

More than 1 occasion 0 points

7. Safety. Bidder must receive a minimum of 25 points out of a possible 35 points in this section.

7.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

Yes No

1 or less occasion - 5 points

2 occasions - 3 points

More than 2 occasions - 0 points

[CONTINUED NEXT PAGE]

Monterey Bay Air Resources District
ROOFING REPAIR

- 7.2. Has the Federal Occupational Safety and Health Administration (“OSHA”) cited and assessed penalties against your firm in the past five (5) years?
 Yes No
1 or less occasion - 5 points
2 occasions - 3 points
More than 2 occasions - 0 points
- 7.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?
 Yes No
1 or less occasion - 5 points
2 occasions - 3 points
More than 2 occasions - 0 points
- 7.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

_____ Once a week or more often - 5 points
Any other answer - 0 points
- 7.5. List your firm’s Workers’ Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers’ compensation insurance carrier).
Current year: _____
Previous year: _____
Year prior to previous year: _____
Three-year average EMR of .95 or less - 5 points
Three-year average EMR of more than .95 but no more than 1.1 - 3 points
Three-year average EMR or more than 1.1 and less than 1.25- 0 points
- 7.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm’s violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)
 Yes No
2 or less occasions - 5 points
3 occasions - 3 points
More than 3 occasions - 0 points
- 7.7. At any time during the last five (5) years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?
 Yes No
If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): _____
2 or less occasions - 5 points
3 occasions - 3 points
More than 3 occasions - 0 points

[CONTINUED NEXT PAGE]

8. Legal/Administrative Proceedings and Surety. If the response to any of the following questions is a “yes” complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

8.1. Have legal, arbitration or administrative proceedings been brought by construction project owner against the Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project?

Yes No

If “yes”, on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project, excluding claims for personal injury?

Yes No

If “yes,” on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

8.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past ten (10) years which arise out of or are related to the construction project?

Yes No

If “yes”, on a separate attachment, include the following details: (i) name of architect; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

8.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past ten (10) years which arise out of or are related to the construction project?

Yes No

If “yes”, on a separate attachment, include the following details: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

8.5. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

Yes No

If “yes”, on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

Monterey Bay Air Resources District
ROOFING REPAIR

- 8.6. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?
 Yes No
If "yes" on a separate attachment provide details of the denial of bond coverage and the name of the company or companies which denied coverage.
- 8.7. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?
 Yes No
If "yes", on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.
- 8.8. In the last five years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?
 Yes No
- 8.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.
 Yes No
If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.
- 8.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?
 Yes No
If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.
- 8.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?
 Yes No
If "yes", provide the date(s) of such findings, and attach copies of the Apprenticeship Counsel's final decision(s).

[CONTINUED NEXT PAGE]

9. Project Experience.

9.1. Similar Completed Projects. Provide the following for three (3) projects the Bidder has completed within the past five (5) years similar in size, scope, function, application, and construction value as the Work:

Roofing Repair	
Project Owner; Contact Information	
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

9.2. Projects In Progress. On a separate attachment, identify all projects the Bidder currently has in progress, including the following information:

Roofing Repair	
Project Owner; Contact Information	
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Current Adjusted Contract Price	

10. Accuracy and Authority. The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement. The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by the District for non-responsiveness.

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

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

By: _____
 (Signature of Bidder's Authorized Officer or Representative)

 (Typed or Printed Name)

Title: _____

[END OF SECTION 004513]

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the _____ of _____, the party submitting
(Title) (Bidder Name)
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

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

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

[END OF SECTION]

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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

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

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

[END OF SECTION]

**DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”)
PARTICIPATION GOAL PROGRAM POLICY**

1. DVBE Participation Goal Program Policy. MONTEREY BAY AIR RESOURCES DISTRICT (“the District”) is committed to achieving the legislatively and administratively established Participation Goal for Disabled Business Enterprises (“DVBEs”). Through the DVBE Participation Goal Program, the District encourages contractors to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract. The District’s commitment to the achievement of DVBE Participation Goal for the Work of the Contract shall not, however, result in the District’s discrimination in the award of the Contract on the basis of ethnic group identification, ancestry, religion, age, sex, race, color, or physical or mental disability.
2. Definitions.
 - 2.1 Disabled Veteran Business Enterprise. A “Disabled Veteran Business Enterprise” (“DVBE”) means a business enterprise certified by the Office of Small and Minority Business, State of California, Department of General Services, as a “Disabled Veteran Business Enterprise.”
 - 2.2 Good Faith Efforts. As use herein, the term “Good Faith Efforts” shall be deemed to mean demonstrable and effective efforts of the bidder to seek out, consider and secure DVBEs as potential Subcontractors or Material Suppliers, or both, in order to meet the Participation Goal; the Good Faith Efforts must be an active and aggressive effort to meet the Participation Goal, as more particularly set forth herein.
3. Participation Goal
 - 3.1 Participation Goal Defined. The term “Participation Goal” is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The DVBE Participation Goal is not a quota, set-aside, or rigid proportion.
 - 3.2 DVBE Participation Goal. The DVBE Participation Goal is Three Percent (3%) of total amount of bidder’s Bid Proposal, inclusive of the value of additive Alternate Bid Items, if any.
4. Good Faith Efforts to Meet Participation Goal.
 - 4.1 Good Faith Efforts. The Bid Proposal submitted by any bidder who has not met the DVBE Participation Goal shall be considered responsive only if the bidder represents that it made Good Faith Efforts to meet the DVBE Participation Goal.
 - 4.2 Good Faith Efforts to Meet DVBE Participation Goal. A bidder must secure the participation of DVBEs in a timely manner to ensure that potential DVBE Subcontractors or Material Suppliers have an adequate opportunity to respond to the bidder’s solicitation of sub-bids and be given serious consideration by the bidder prior to the closing time for the receipt of Bid Proposals. Such Good Faith Efforts shall include, without limitation:
 - 4.2.1 The bidder’s identification of portions of the Work which may be provided or performed by DVBE Subcontractors and/or Material Suppliers and actively and sincerely seek DVBEs for those identified portions of the Work;
 - 4.2.2 Contact local, state and/or federal agencies, and local DVBE organizations to identify potential DVBEs for performing portions of the Work;
 - 4.2.3 Advertise (with sufficient time for submission of sub-bids and the bidder’s good faith consideration of the same) prior to the last date for submittal of Bid Proposals in: (i) one or more daily or weekly newspapers of general circulation published in the locality of the Work, and (ii) one or more construction trade

[CONTINUED NEXT PAGE]

publications, and (iii) one or more construction trade publications, journals or papers focusing on DVBEs. Each of the advertisements pursuant to the preceding, must state the following: (i) identification of the general description of the Work and an identification of the District; (ii) state the closing date and time for the District's receipt of Bid Proposals; (iii) state the last date and time for submission of sub-bids from DVBEs to the bidder; (iv) request sub-bids from DVBE Subcontractors or Material Suppliers; (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and (vi) unequivocally state the requirement of bonds, if any, of a DVBE sub-bidder and who is to bear the expense of obtaining any required bonds;

4.2.4 Solicit by direct mail, telephone or personal contact a sufficient number of DVBEs who offer work or services appropriate for the Work identified by the bidder under (a) above. Solicitations shall be made in a timely manner and contain sufficient information for a sub-bidder to make a reasonable sub-bid and the bidder's good faith consideration of the same, including, without limitation, the following: (i) identification of the general description of the Work and an identification of the District; (ii) state the closing date and time for the District's receipt of Bid Proposals; (iii) state the last date and time for submission of bids from DVBEs to the bidder; (iv) request sub-bids from Subcontractors or Material Suppliers; (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and (vi) unequivocally state the requirement of bonds of a DVBE sub-bidder and who is to bear the expense of obtaining any required bonds;

4.2.5 The bidder shall follow-up initial expressions of interest of DVBEs in performing a portion of the Work by contacting such DVBEs to determine with certainty whether such DVBEs are interested in performing specific items of the Work of the Contract and submitting a sub-bid for a portion of the Work; and

4.2.6 The bidder shall negotiate in good faith with potential DVBEs Subcontractors or Material Suppliers and shall not unjustifiably reject, as unsatisfactory, bids prepared by any DVBE for a portion of the Work of the Project. In the event that the District shall reasonably determine that the bidder has failed to engage in good faith negotiations with a potential DVBE participant or rejects the sub-bid of a DVBE without justification, the District may deem the Bid Proposal of such bidder to be non-responsive.

5. Documentation of Achievement of Participation Goal or Good Faith Efforts. Each Bidder shall note, where indicated, in the form of Bid Proposal whether the DVBE Participation Goal was achieved and if not, that Good Faith Efforts were made to achieve the DVBE Participation Goal. **The bidders submitting the three lowest priced Bid Proposals (as determined at the time of the District's public opening and reading of Bid Proposals), shall submit to the District documentation and supporting evidence of achievement of the DVBE Participation Goal or Good Faith efforts to achieve the DVBE Participation Goal.** Such documentation and supporting evidence shall be in the form of duly completed forms of the DVBE Participation Worksheets issued by the District; unless modified by the District, completed DVBE Worksheets **must be submitted to the District Purchasing Department no later than 5:00 p.m. of the third (3rd) working day after the date of the opening of Bid Proposals.** The District may, at its discretion, request that bidders, other than the bidders submitting the three lowest priced Bid Proposals, submit documentation of compliance with the DVBE Participation Goal Program at any time after the District's opening of Bid Proposals and prior to the District's award of the Contract. **If a bidder is required or requested by the District to submit DVBE Participation Goal Program documentation, the failure of any bidder to timely submit complete and accurate documentation on DVBE Participation**

[CONTINUED NEXT PAGE]

Worksheets issued by the District at or prior to the time established herein will render the bidder's Bid Proposal non-responsive and rejected.

6. Counting of DVBE Participation.

- 6.1 Certification. DVBEs must be certified in the category identified prior to the closing time for the District's receipt of Bid Proposals; any DVBE who is not so certified will result in such DVBE not counting towards the DVBE Participation Goal.
- 6.2 Bidder Acceptance of Sub-Bid. Sub-bids of DVBEs shall be accepted by the bidder prior to the closing time for the District's receipt of Bid Proposals, with such acceptance subject only to the District's award of the Contract to the bidder.
- 6.3 Value of Participation Goal. The total dollar value of a contract between the bidder and a certified DVBE will count towards the DVBE Participation Goal.
- 6.4 Joint Ventures. If a DVBE is a member of a joint venture, only the dollar value of the Work actually performed by the DVBE member of the joint venture will count towards the DVBE Participation Goal, unless the joint venture entity itself is certified as a DVBE.
- 6.5 Bidder as DVBE. A bidder certified as a DVBE may count towards the Participation Goal the dollar value of the Work actually performed by the bidder's own forces. A bidder certified as a DVBE is not relieved from meeting the DVBE Participation Goal or making Good Faith Efforts to achieve the Participation Goal if the value of its Work is less than the DVBE Participation Goal.
- 6.6 Lower Tier Subcontractors; Material Suppliers. The bidder may count towards the DVBE Participation Goal the total dollar value of contracts let by its Subcontractors or Material Suppliers to lower tier Subcontractors or Material Suppliers certified as DVBEs provided that such lower tier Subcontractors or Material Suppliers actually assume the contractual responsibility and obligation for the total dollar value of the Work or materials to be supplied by such lower tier Subcontractors or Material Suppliers.
- 6.7 Commercially Useful Functions. DVBEs used by the bidder to establish achievement of the Participation Goal shall be considered as meeting the Participation Goal only if the DVBE is responsible for execution of a distinct element of the Work of the Contract, carry out its obligations by actually performing, managing, or supervising the Work for which the DVBE is responsible for executing. Such DVBEs must be responsible for the portion of the Work which is normal for its business services and functions. A DVBE Subcontractor who subcontracts a significantly greater portion of the Work assumed by the DVBE Subcontractor than would be considered normal and usual under industry standards and practices will not be presumed to be performing a commercially useful function, and such DVBE Subcontractor will not count or be considered for purposes of achieving the Participation Goal.

7. Substitution of DVBEs. In the event that bidder awarded the Contract deems it necessary to substitute a DVBE Subcontractor or Material Supplier identified in the Subcontractor's List submitted with the bidder's Bid Proposal, all provisions of the Contract Documents relating to the substitution of Subcontractors shall be applicable and complied with by the successful bidder. In addition to the provisions of the Contract Documents relating to the substitution of listed Subcontractors, if a DVBE under a direct contract with the bidder is to be substituted, the successful bidder is strongly encouraged to substitute the listed DVBE with an equivalent and certified DVBE.

8. Monitoring of DVBE Participation.

- 8.1 DVBE Participation Worksheets. If the bidder awarded the Contract is required by the District to complete and submit DVBE Participation Worksheets, the completed forms of DVBE Participation Worksheets submitted by the bidder shall be deemed a part of the Contract Documents.

[CONTINUED NEXT PAGE]

- 8.2 Continuing Responsibilities. Efforts of the successful bidder to include the participation of DVBEs in the performance of the Work of the Contract shall not terminate with the award of the Contract to such bidder. The successful bidder's efforts to secure the participation of DVBEs shall continue for the duration of the Work of the Contract, including when the successful bidder is purchasing materials, equipment, supplies, and/or needs additional Subcontractors (including substitution of listed Subcontractors).
- 8.3 DVBE Participation Reports and Data. During performance of the Work of the Contract, the successful bidder shall maintain complete and accurate records of DVBE Participation in executing the Work. From time-to-time, upon the request of the District the bidder awarded the Contract shall submit reports, in form and content satisfactory to the District, regarding DVBE Participation in the Work of the Contract, including the participation of DVBEs in the performance of approved Changes to the Work. The failure or refusal of the successful bidder to submit reports of DVBE Participation during performance of the Work within ten (10) days of the District's request for such reports may be deemed by the District to be the successful bidder's default of a material obligation of the Contract and thereupon, the District may exercise any right or remedy provided for under the Contract Documents or at law, including without limitation termination of the Contract for default or the withholding of payments otherwise due under the Contract Documents until such report(s) is/are received. If requested by the District, upon completion of the Work of the Contract, the successful bidder shall submit a final report identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. In the event that the District shall request a report of DVBE utilization upon completion of the Work of the Contract, the submission of such report in form and content satisfactory to the District shall be deemed a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. In such event, the submission of such final report shall be in addition to, and not in lieu of any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment. The bidder awarded the Contract shall maintain books and records of DVBE Participation in the Work for at least three (3) years following completion of the Project; during such time, the District shall have access, upon reasonable advance notice, to such books and records for inspection or reproduction.
- 8.4 Contract Audit. The successful bidder awarded the Contract agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to utilization of DVBEs in performance of the Contract. The successful bidder awarded the Contract agrees that the District, or its designee, shall have access to any of the successful bidder's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal Program Policy.
9. Capitalized Terms. Capitalized terms used herein shall be as defined herein or elsewhere in the Contract Documents.

[CONTINUED NEXT PAGE]

DVBE PARTICIPATION WORKSHEETS

ATTACHMENT A BIDDER'S DVBE STATEMENT

1. **General Information.**

Bidder's Name: _____

Total Amount of Bidder's Bid Proposal (inclusive of the proposed price(s) for all additive Alternate Bid Item(s), if any):

_____ Dollars (\$_____)

2. **Bidder's Compliance with DVBE Participation Program.** (Check the appropriate statement).

The bidder has achieved or exceeded the DVBE Participation Goal and all DVBEs counting towards the DVBE Participation Goal are set forth and identified in Attachments C-1, C-2 and C-3.

The bidder did not achieve the Participation Goal for DVBEs, but has made the required Good Faith Efforts to secure the participation of DVBEs in accordance with guidelines established in the District's DVBE Participation Goal Program.

3. **DVBE Participation Achieved.**

Participation Goal
DVBEs: 3%

Participation Achieved
DVBEs: ____%

4. **Submittal of Documentation.**

Concurrently with the submittal of this Bidder's DVBE Statement, the Bidder has also submitted duly completed, and executed if required, forms of Attachments B, C, D, E, F, G and H of these DVBE Participation Worksheets to the extent required by the District's DVBE Participation Goal Program Policy. All of the information provided by the Bidder in its responses to Attachments B, C, E, F, G and H are true, correct and accurate; there are no omissions in the responses of the Bidder to the foregoing Attachments which render any of the Bidder's statements or information provided therein to be false or misleading. Incomplete, inaccurate, false, misleading or omissions rendering responses to be false or misleading will render the Bid Proposal non-responsive and rejected.

[CONTINUED NEXT PAGE]

5. **Certification of DVBE Status.**

The bidder certifies, warrants and represents to the District that the bidder has exercised due diligence in ascertaining the status of each proposed DVBE identified in Attachment C as a DVBE in compliance with the applicable provisions of the District's DVBE Participation Program Policy and applicable law. By executing and submitting this Bidder's DVBE Statement, the Bidder represents to the District that each DVBE identified in Attachment C is duly and properly certified as a DVBE in conformity with the District's DVBE Program Goal Policy and applicable law. The Bidder acknowledges that in the event that the District shall reasonably determine that any DVBE identified in the bidder's responses to Attachment C is not a duly and properly certified DVBE, the Bid Proposal may be rejected by the District as being non-responsive. For each DVBE identified in Attachment C, the Bidder has submitted forms of DVBE Certification (Attachment D) duly completed and executed by each such DVBE.

6. **Authority to Execute.**

The individual executing this Bidder's DVBE Statement on behalf of the bidder warrants and represents to the District that she/he is duly authorized to execute this Bidder's DVBE Statement on behalf of the Bidder.

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

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

(Signature)

(Name of Individual Executing Statement)
[Printed or Typed]

[CONTINUED NEXT PAGE]

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT B
SUBCONTRACTIBLE ITEMS OF WORK**

Bidder Name: _____

Project Name: Roofing Repair

List each item of Work, including supplies, equipment, services, and trucking made available to DVBEs. Also list the approximate dollar value and approximate percentage of the bidder's total Bid Proposal amount that each item of Work identified below represents. (Photocopy if additional sheets are needed.)

Item or Description of Work	Approximate Dollar Value	Approximate Percentage of Total Amount of Bid Proposal

[CONTINUED NEXT PAGE]

**INSTRUCTIONS FOR COMPLETION OF
ATTACHMENT C
(DVBE PARTICIPATION SUMMARY)**

1. **Submittal of Attachment C.** The Bidder shall complete and submit Attachment C regardless of whether or not such bidder has achieved some or all of the Participation Goal. Failure of the Bidder to submit completed form of Attachment C as and when required by the DVBE Participation Goal Program Policy will result in the District rejecting the Bid Proposal of such Bidder as being non-responsive.
2. **Firm Name.** State name of the enterprise proposed by the Bidder for meeting DVBE Participation Goal; the full name of each enterprise identified must be listed and if the enterprise conducts business under a fictitious business name, the same shall be stated. If the Bidder is a certified DVBE and wishes to be counted in the category certified for purposes of meeting the Participation Goal, the bidder must be identified in Attachment C.
3. **Item or Description of Work.** Identify, with specificity, the item or portion of the Work of the Contract to be provided or performed by the proposed DVBEs identified.
4. **Contracting With.** Identify the name of the company or firm with whom the proposed DVBE will be contracting with in connection with the Work of the Contract.
5. **Tier.** Identify the tier of contracting for each proposed DVBE with the following designations:
 - 0 = Bidder.
 - 1 = First Tier Subcontractor or Material Supplier under a direct contract with the bidder.
 - 2 = Second Tier Subcontractor or Material Supplier under a direct contract with a First Tier Subcontractor or Material Supplier, regardless of whether or not the First Tier Subcontractor or Material Supplier is a DVBE.
 - 3 = Third Tier Subcontractor or Material Supplier under a direct contract with a Second Tier Subcontractor or Material Supplier, regardless of whether or not the Second Tier Subcontractor or Material Supplier is a DVBE.
6. **Claimed Value.** Set forth the total dollar value of the Work to be provided or performed by the proposed DVBE. The dollar value set forth in the responses to Attachments C must conform with the applicable provisions of the District's DVBE Participation Program Goal Policy.
7. **Certification.** For each DVBE identified in Attachment C, the Bidder shall indicate in this column whether such DVBE is self-certified or certified by a public agency as a DVBE. The Bidder's completion of this portion of Attachment C with respect to each DVBE identified therein is in addition to and not in lieu of the Bidder's submittal of duly completed and executed forms of DVBE Certification (Attachment D) from each proposed DVBE identified in Attachment C.

[CONTINUED NEXT PAGE]

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT C
DVBE PARTICIPATION SUMMARY**

Bidder Name: _____

Project Name: Roofing Repair

Firm Name	Item or Description of Work	Contracting with	Tier	Claimed Value	Certification

[CONTINUED NEXT PAGE]

**DVBE PARTICIPATION WORKSHEETS
INSTRUCTIONS FOR COMPLETION OF
ATTACHMENT D
DVBE CERTIFICATION**

1. The Bidder submitting a Bid Proposal to the District shall make available to each DVBE identified by the Bidder in its responses to Attachment C a copy of the DVBE Certification (Attachment D) for completion and execution by each such DVBE.
2. The Bidder required by the DVBE Participation Goal Program Policy to submit documentation of compliance with the DVBE Participation Goal Program shall submit duly completed and executed forms of the DVBE Certification of each DVBE identified in the Bidder's responses to Attachment C. The failure or refusal, for any reason, of the Bidder to submit such completed and executed DVBE Certification(s) of each DVBE identified in the Bidder's responses to Attachment C as and when required by the DVBE Participation Goal Program Policy will result in the District rejecting the Bid Proposal of such Bidder as being non-responsive.
3. Each DVBE identified in the Bidder's responses to Attachment C shall complete and execute, under penalty of perjury, a DVBE Certification. Each such DVBE and the Bidder acknowledge that in the event that the District shall reasonably determine that there are any responses in the DVBE Certification(s) submitted which are incomplete, false or misleading or which omit facts rendering responses therein to be false or misleading, the District will reject the Bid Proposal of such Bidder as being non-responsive.

[CONTUNUED NEXT PAGE]

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT D
DVBE CERTIFICATION**

1. **General Information.**

Company Name: _____

Address: _____

City/State/Zip Code: _____

Services or Goods Generally Provided: _____

Services or Goods to be Provided to Bidder: _____

Name of Contact: _____

Telephone Number: _____

Tax I.D. Number: _____

2. **Certification of DVBE Status.** The above-identified DVBE is certified as such by California Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services and a true and correct copy of such certification is attached hereto. The bidder and the above-identified DVBE acknowledge that if the certification of the above-identified DVBE's status is not attached, the above-identified DVBE will not be counted or considered for purposes of the bidder's achievement of the Participation Goal.

3. **Authority to Execute.** The undersigned individual executing this DVBE Certification warrants and represents to the District that she/he has made diligent inquiry to ascertain that all of the information provided herein is true, correct and complete, that there are no omissions of fact in any of the responses herein which would render such responses false or misleading and that she/he is duly authorized to execute this DVBE Certification on behalf of the above-identified DVBE.

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

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

(Signature)

(Name of Individual Executing DVBE Certification)
[Printed or Typed]

[CONTINUED NEXT PAGE]

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT E
DVBEs CONTACTED**

For each Subcontractible Item of the Work identified in the Bidder's response to Attachment B (Subcontractible Items of the Work):

1. List all the DVBEs you solicited sub-bids from and how you obtained each firm's name;
2. Indicate method and date of solicitation (all written solicitations must conform with Public Contract Code § 4108 with respect to bonding requirements, if any);
3. List the method and date of follow-up and the person you contacted;
4. USE ONE SHEET FOR EACH SUBCONTRACTIBLE ITEM OF WORK IDENTIFIED IN ATTACHMENT B. (Photocopy as many sheets of this Attachment E as necessary.)

Bidder Name: _____

Project Name: Roofing Repair

DVBE Solicited & Source of the Firm's Name	Method & Date of Solicitation	Follow-up Method, Date & Person Contacted

[CONTINUED NEXT PAGE]

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT F
DVBE SUB-BIDS NOT ACCEPTED BY BIDDER**

List all DVBEs who submitted bids or quotations to the Bidder which were not accepted. Indicate if the sub-bidder is a DVBE, identify the item of Work or materials, list the Subcontractor/Material Supplier the Bidder intends to use in lieu of the DVBE submitting a sub-bid for the identified portion of the Work, and the amount of such other sub-bidder's bid. Give the reason the Bidder did not use the DVBE firm. **(Photocopy if additional sheets are needed.)**

Bidder Name: _____

Project Name: Roofing Repair

DVBEs Who Submitted Bids	Item of Work or Materials	Subcontractor/ Material Supplier to be Used	Reason DVBE Bid Not Accepted

[CONTINUED NEXT PAGE]

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT G
VERIFICATION OF DVBE SOLICITATIONS**

Bidder Name: _____

Project Name: Roofing Repair

SOLICITATIONS

Identify ALL DVBE firms contacted by the Bidder for purposes of meeting the DVBE Participation Goal. If a DVBE was solicited in writing, the Bidder shall attach hereto a true and correct copy of such written solicitation; failure of the Bidder to do so may result in the District's rejection of the Bidder's Bid Proposal as being non-responsive.

Name of DVBE Firm Solicited	Manner of Solicitation, i.e., written, personal, telephonic, etc.	Date of Solicitation	General Description of DVBE Response to Solicitation

[CONTINUED NEXT PAGE]

AGENCY CONTACTS

Identify all local, state or federal public agencies and DVBE organizations contacted by the Bidder for the purpose of identifying potential DVBEs to meet the Participation Goal. If the Bidder received any list or other writing identifying potential DVBEs from any agency or organization set forth in this Attachment H, the Bidder shall attach hereto a true and correct copy of each such list or other writing; failure of the Bidder to so attach such list(s) or other writing(s) may result in the District rejecting the Bid Proposal of such bidder as being non-responsive. (Photocopy if additional sheets are necessary)

LOCAL, STATE OR FEDERAL AGENCIES.

Agency Name & Address	Date of Bidder's Contact with Agency	Name & Telephone Number of Individual Contacted	DVBE List Received by Bidder <small>(INDICATE YES OR NO & IF YES, THE DATE OF BIDDER'S RECEIPT OF LIST)</small>

DVBE ORGANIZATIONS CONTACTED.

Organization Name & Address	Date of Bidder's Contact with Organization	Name & Telephone Number of Individual Contacted	DVBE List Received by Bidder <small>(INDICATE YES OR NO & IF YES, THE DATE OF BIDDER'S RECEIPT OF LIST)</small>

[END OF SECTION]

Monterey Bay Air Resources District
Roofing Repair

SECTION 005213

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, in the County of Monterey, State of California, by and between **MONTEREY BAY AIR RESOURCES DISTRICT**, hereinafter "District" and _____ ("Contractor").

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

1. BASIC INFORMATION

- 1.1 Owner is: Monterey Bay Air Resources District
- 1.2 Owner's facility is: Monterey Bay Air Resources District,
District Headquarters
- 1.3 Owner's facility street address for notices is: 24580 Silver Cloud Court
Monterey, CA 93940
- 1.4 Contractor is: _____
- 1.5 Contractor's street address for notices is: _____

- Attn: _____
- 1.6 Other Contractor Information: Contractor's CA License Number:
Federal I.D. Number:
- 1.7 Project name and location: **Monterey Bay Air Resources District, Roofing Repair**
24580 Silver Cloud Court
Monterey, CA 93940
- 1.8 District's Representative is: Richard Stedman, Air Pollution Control Officer

Monterey Bay Air Resources District
Roofing Repair

1.10 District's Consultant is:

Basis of Design
The Garland Company
Tom Chapman

1.11 District's Project Manager is:

Construction Manager
Ausonio Incorporated
Pamela Lapham
11420 A Commercial Parkway
Castroville, CA 95012
(831) 288-8817

1.12 The following listed Addenda
are a component part of the
Contract Documents:

1.13 Terms defined in the General Conditions shall have the same meanings when used in this Agreement.

2. THE WORK

Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete, in a high-quality manner, all of the Work required in connection with the work commonly referred to as: **Monterey Bay Air Resources District, Roofing Repair**. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Reference Drawings and Specifications and other Contract Documents enumerated in Article 6 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

3. CONTRACT TIME

The Work shall be commenced on the date stated in the District's Notice to Proceed; the Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Contract Documents.

4. CONTRACT PRICE

The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of;

_____ Dollars
(In Words – Printed or Typed)

\$ _____
(In Figures)

The Contract Price is based upon the Contractor's Base Bid Proposal and the following Alternate Bid Items, if any:

Alternate #1: _____

Alternate #2: _____

Alternate #3: _____

Monterey Bay Air Resources District
Roofing Repair

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

5. LIQUIDATED DAMAGES

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

Failure of the Contractor to complete Punch list items noted upon Substantial Completion within the time established to complete the Punch list items will result in the District's assessment of Liquidated Damages in accordance with the Contract Documents.

6. THE CONTRACT DOCUMENTS

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

- | | |
|---|--------------------------------------|
| Notice to Contractors Calling for Bids | Performance Bond |
| Instructions for Bidders | Labor and Material Payment Bond |
| Bid Proposal | Certificate of Workers' Compensation |
| Subcontractor List(s) | |
| Alternates Sub List | General Conditions |
| Bid Bond | Special Conditions |
| | Specifications |
| Non-Collusion Affidavit | Guarantee |
| Agreement | Drawings |
| Approved Change Orders | |
| Accepted Construction Schedule | Insurance Requirements |
| Bid Addenda Nos.: _____ | |
| Submittals favorably reviewed pursuant to the General Conditions | |
| Interpretation issued pursuant to the General Conditions | |
| Supplemental Drawings submitted pursuant to the General Conditions | |
| Shop Drawing/Manufactures' Instructions favorably reviewed pursuant to the General conditions | |

7. CONSTRUCTION MANAGER

Upon award and execution of this Contract it is understood that the Construction Manager shall act as the District's Representative and provide all management and related services on behalf of the District. By executing this Contract, Contractor acknowledges Construction Manager's role on the Project and consents as such.

8. AUTHORITY TO EXECUTE

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

Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826

Monterey Bay Air Resources District
Roofing Repair

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

"DISTRICT"

Monterey Bay Air Resources District

By: _____
Richard Stedman
Air Pollution Control Officer

"CONTRACTOR"

[Contractor Name]

By: _____
(Name)
(Title)

By: _____
(Name)
(Title)

(CORPORATE SEAL)

EXHIBITS

- Exhibit 1 List of Drawings
- Exhibit 2 Submittal Substitution Request
- Exhibit 3 Application for Payment
- Exhibit 4 Proposal Request
- Exhibit 5 Cost Proposal
- Exhibit 6 Field Order
- Exhibit 7 Change Order
- Exhibit 8 Guarantee

**EXHIBIT 1
LIST OF DRAWINGS**

Reference Sheets

1. A-4: Roof Level Plan As Built Mark Ups
2. A-2: Second Level Floor Plan As Built Mark Ups
3. A-3: Third Level Floor Plan As Built Mark Ups
4. A-21: Wall Sections, Details As Built
5. A-22: Details As Built
6. Penetrations Diagram

Dura-Walk Details

1. Concrete Crack Detail
2. Concrete Terminations
3. Typical Concrete Detail

[END OF EXHIBIT]

EXHIBIT 2
SUBMITTAL SUBSTITUTION REQUEST

Submittal Number: _____
(Refer to the Submittal List, Section 013300)

SUBMITTAL

<u>Specification Section</u>	<u>Article/Paragraph</u>	<u>Description</u>
_____	_____	_____
_____	_____	_____

The following supporting information is attached:

- | | | |
|---|---|--|
| <input type="checkbox"/> Product Data | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Schedules (Contract Time) |
| <input type="checkbox"/> Certified Test Results | <input type="checkbox"/> Calculations | <input type="checkbox"/> Color Selection Charts |
| <input type="checkbox"/> Product/Material Samples | <input type="checkbox"/> Manufacturer's Recommendations | |
| <input type="checkbox"/> Other: _____ | | |

Total Number of Copies Submitted (Refer to Section 013323)

_____ 1	PDF via email
_____ 1	Total Number of Copies Submitted.

Specified Item: Yes: No: (complete *Request for Substitution Information* below)

As the Contractor for this Project, we have thoroughly checked this submittal and ascertained that this submittal complies in detail with the Contract Documents (as required in Section 013300, 1.06). Prior to submission, we have reviewed, marked-up as appropriate, and stamped this submittal. The submittal clearly shows that we have clearly reviewed this submittal for conformance with the requirements of the Contract Documents and for coordination with other Sections. We have determined and verified; field measurements, field construction criteria, catalog numbers and similar data, conformance with Contract Documents.

Contractor Date

[CONTINUED NEXT PAGE]

REQUEST FOR SUBSTITUTION

Proposed Substitution: _____

Manufacturer: _____

Product (model, pattern, etc.): _____

State the reason for the Proposed Substitution:

- The specified item is unavailable (certified letter from manufacturer/supplier is attached).
- Significant Time Reduction. Estimated Calendar Day Reduction: _____ Calendar Days.
- Significant Cost Reduction. Estimated Reduction in Contract Sum: \$ _____.
- Significant improvement in quality without a change in Contract sum.

Provide comparison information and supporting data substantiating the request per Section 012500, 1.01, C.

EFFECTS OF PROPOSED SUBSTITUTION: Answer the following questions and attach explanations.

Does substitution affect dimensions indicated on Drawings?

NO YES, explain:

Does substitution affect Work of other Sections?

NO YES, explain:

Does substitution require modifications to design, changes to Drawings, or revisions to specifications to be incorporated into the Project?

NO YES, explain:

Attach list of at least 3 projects where proposed substitution has been used within past 12 months; include name, address, and telephone number of Owner and Architect.

[CONTINUED NEXT PAGE]

CONTRACTOR'S / BIDDER'S REPRESENTATION

Undersigned accepts responsibility for coordination of proposed substitution and accepts all additional costs resulting from the incorporation of proposed substitution into the Project per Section 012500.

SUBMITTED BY:

For Architect's use:

- Accepted Not Accepted
- No Action Required
- Submission: Incomplete
- Too Late

Reviewed by/date: _____

Comments: _____

Subcontractor's signature and date: _____

[END OF EXHIBIT]

**EXHIBIT 3
 APPLICATION AND CERTIFICATE FOR PAYMENT**

OWNER:
 Monterey Bay Air Resource District
 980 Fremont St
 Monterey, CA 93940

PROJECT:

PAYMENT APPLICATION NO:
 PERIOD TO:
 CONTRACT DATE:
 NOTICE TO PROCEED:

CONTRACTOR:

Contract Time: _____ Calendar Days Completion Date:
 Days by Change Order: _____ Calendar Days
 Total Contract Days: _____ Calendar Days Revised Completion Date:
 Elapsed Time: _____ Calendar Days

Estimated Percent Complete: _____ (Time) Estimated Percent Complete: _____ (Money)

Application is made for payment as shown below, in connection with the Continuation Sheet (AIAG703) attached:

A. Contract Work:

- 1. Original Contract Sum \$
- 2. Total Contract Work Completed & Stored to Date..... \$
 (Column G Subtotal on attached Continuation Sheet)
- 3. Retention: 5% of Line 2..... \$
- 4. Amount Earned Less Retention..... \$
 (Line 2 less line 3)
- 5. Less Previous Certificates for Payment..... \$
 (Line 4 from prior certificate)
- 6. Current Payment Due for Contract Work..... **SUBTOTAL \$** _____

B. Change Order Work:

Change Order Summary	Additions	Deletions
Changes approved in previous months		
Changes approved this month		
Change Order No.		
Change Order No.		
Net by Change Order (Enter on Line 7)		

- 7. Net Change Order Work \$
- 8. Total Change Work Completed to Date \$
 (Column G subtotal on attached Continuation Sheet)
- 9. Retention: 10% of Line 8 \$
- 10. Amount Earned Less Retention \$
 (Line 8 less Line 9)
- 11. Less Previous Certificate for Payment \$
 (Line 10 from prior certificate)
- 12. Current Payment Due for Change Work **SUBTOTAL \$** _____

[CONTINUED NEXT PAGE]

C. Summary:

Monterey Bay Air Resource District
 ROOFING REPAIR

13. Original Contract Sum (Line 1)	\$	
14. Net Change by Change Orders (Line 7)	\$	
15. Contract Sum to Date	\$	
16. Total Amount Completed to Date	\$	
(Column G Total on an attached Continuation Sheet)		
17. Retention: 10% of Line 16	\$	
18. Total Earned Less Retention	\$	
19. Less previous certificate for payment	\$	
(Line 18 from prior certificate)		
20. Total Payment Due this Application		\$ _____

The undersigned Contractor hereby represents and warrants to the District that all Work, for which Certificates For Payment have previously been issued and payment received from the District, is free and clear of all claims, stop notices, security interests, and encumbrances in favor of Contractor, any Subcontractor, and any other persons or firms entitled to make claims by reason of having provided labor, materials, or equipment related to the Work.

 (Contractor)

By: _____
 (Name)

 (Title)

Approved for Payment:

Inspector:
 _____ Date _____
 Signature

Architect:
 _____ Date _____
 Signature

Construction Manager:
 _____ Date _____
 Signature

District:
 _____ Date _____
 Signature

[CONTINUED NEXT PAGE]

CONTRACTOR
CONTINUATION SHEET (AIA FORMAT FORM G703)
PAY APP# ____ THROUGH _____

MONTEREY BAY AIR RESOURCE DISTRICT
PROJECT: ROOFING REPAIR

A ITEM NO.	B CSI DESCRIPTION	C SCHEDULED VALUE	D PREVIOUS APPS	E THIS APPLICATION WORK	F MATERIAL	G TOTAL % COMPLETE	H BALANCE TO FINISH	I 10% RETAIN
---------------	-------------------------	-------------------------	-----------------------	----------------------------------	---------------	--------------------------	---------------------------	-----------------

(COST BREAKDOWN PURSUANT TO GENERAL CONDITIONS ARTICLE 8.2)

CONTRACT SUBTOTAL

CHANGE ORDERS:

CHANGE ORDER SUBTOTAL

TOTAL

[END OF EXHIBIT]

**EXHIBIT 4
PROPOSAL REQUEST**

To Contractor: Company name/address Proposal Request No. _____

Date Issued:

Attn:

**Project: Monterey Bay Air Resource District
Roofing Repair**

Copy to:
Inspector of Record

The following change is being considered for the Project. Please provide a Cost Proposal for any changes in Contract Sum and/or Contract Time to perform the work described below in accordance with Article 9 of the General Conditions. Cost Proposal shall be submitted on the Owner's form, reference Exhibit 3 of the Contract Documents.

THIS IS NOT A CHANGE ORDER OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description of Work Requested

Subject:

Contract Reference:

The Owner requests your cost proposal in time and money to

Attachments:

Ausonio, Inc.

Project Manager

[END OF EXHIBIT]

EXHIBIT 5
COST PROPOSAL
(Reference Article 9 of the General Conditions)

Change Request / Cost Proposal #: _____
Date Submitted: _____

Project: Monterey Bay Air Resource District,
Roofing Repair

Scope of Change:

Adjustment of the Contract Time: *(Include justification based upon the Contract Schedule)*

Adjustment of the Contract Sum : *(Total Additional Cost from Cost Proposal Breakdown, line 17, column 4)*

Instructions:

1. Complete this form by providing (a) all information required above, (b) the amount and justification based upon the Contract Schedule for any proposed adjustment of Contract Time, (c) the proposed adjustment of Contract Sum, and (d) the attached Cost Proposal Breakdown.
2. Attach detailed cost breakdowns for all materials, wages and salaries, and Fringe Benefits and Payroll Taxes.
3. The Contractor Fee shall be computed on the Cost of Extra Work only; and shall constitute full compensation for all costs and expenses related to the subject change and not enumerated in the Cost Proposal Breakdown, including overhead and profit.
4. The mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below. Contractor Fee shall be computed as follows:
 - (a) For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by Subcontractors of any tier shall be Twelve Percent (12%).
 - (b) For the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change.
 - (c) For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).

[CONTINUED NEXT PAGE]

Change Request / Cost Proposal #: _____

Monterey Bay Air Resource District
ROOFING REPAIR

PREPARED BY:

REVIEWED AND RECOMMENDED BY:

(Contractor)

(District's Representative)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

[CONTINUED NEXT PAGE]

Change Request / Cost Proposal #: _____

COST PROPOSAL BREAKDOWN

		(1) Contractor	(2) 1st Tier Subs	(3) 2nd & Lower Tier Subs	(4) Total
ACTUAL COSTS	Straight Time Wages – Labor				
	Overtime Wages – Labor				
	Straight. Time Wages/Salaries - Supervisory Personnel				
	Over Time Wages/Salaries - Supervisory Personnel				
	Fringe Benefits and Payroll Taxes				
	Materials				
	Sales Taxes				
	Rental Charges				
	Royalties				
	Permits				
	Utilities				
	Subtotal Cost of Extra Work (Sum of lines 1-11)				
OVER-HEAD, GENERAL CONDITIONS& PROFIT	Contractor Fee (15% of line 12, col. 1.)				
	Subcontractor Fee (12% of line 12, col. 2 and col. 3.)				
	Contractor Fee for Subcontractor and Sub-Subcontractor work (5% line 12 col. 3.)				
	Total Subcontractor and Sub-Subcontractor Work (Sum of line 12, col.2 and 3)				
	Contractor Fee for Subcontractor and Sub-Subcontractor Work. (5% of the Total Subcontractor and Sub-Subcontractor Work)				
SUBTOTAL	SUBTOTAL ADDITIONAL COST (sum of lines 12 and 13a-13d)				
	Insurance				
	Bonds				
TOTAL	TOTAL ADDITIONAL COST (sum of lines 14 -16)				

[END OF EXHIBIT]

**EXHIBIT 6
FIELD ORDER**

**Monterey Bay Air Resource District,
Roofing Repair**

Field Order Number: _____
Date: _____

FIELD ORDER

This form to be used only for emergency instructions to the Contractor where time required for preparation and execution of a formal Change Order would result in delay or stoppage of the work. This Field Order is issued as per the requirements described in Article 9 of the General Conditions. A Change Order will supersede this Field Order. The Change Order will include the scope of the change in the Work and any actual adjustments of the Contract sum and the Contract time

To The Contractor: (Contractor)

Reference:

Subject:

You are hereby authorized and instructed to effect the following modifications in your Contract for the above project:

Estimated Adjustment to Contract Sum: \$ _____

Estimated Adjustment to Contract Time: _____ calendar days

To be used where agreed cost or credit cannot be immediately determined. The final agreed amount shall not be more than the maximum cost nor less than the minimum credit noted above.

District's Representative Date

Contractor Date

District Date

[END OF EXHIBIT]

**EXHIBIT 7
CHANGE ORDER**

Change Order Number: _____
Date: _____

Project: Monterey Bay Air Resource District,
ROOFING REPAIR

To Contractor:

Description of Change: You are hereby authorized to make changes in the Work as described in the following detail sheets and summaries.

Summary of Contract Sum:

Original Contract Sum	\$
Prior Adjustments:	\$
Contract Sum Prior to this Change:	\$
Adjustments for this Change:	\$
Revised Contract Sum:	\$

Summary of Contract Time:

Original Contract Time.....	calendar days	date
Prior Adjustments:.....	calendar days	date
Contract Time Prior to this Change:.....	calendar days	date
Adjustments for this Change:.....	calendar days	date
Revised Contract Time:.....	calendar days	date

The Contractor waives any claim for further adjustments of the Contract sum and Contract time related to items contained in the Change Order. This Change Order is complete accord and satisfaction for all items included in this Change Order. Also refer to Article 9 of the General Conditions.

The foregoing adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Price and the Contract Time due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. The Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of this Change Order or the performance and completion of the Changes.

[CONTINUED NEXT PAGE]

Accepted by the Contractor,

Name: _____

By: _____

Date

Monterey Bay Air Resource District
ROOFING REPAIR

Reviewed and Recommended for Approval
Construction Manager.

Name: _____ By: _____
Date

Reviewed and Recommended for Approval

District Approval
Name: Richard Stedman By: _____
Air Pollution Control Officer Date

Attachments:

Distribution:

[END OF EXHIBIT]

**EXHIBIT 8
GUARANTEE**

District: MONTEREY BAY AIR RESOURCE DISTRICT

Roofing Repair: MONTEREY BAY AIR RESOURCE DISTRICT,
ROOFING REPAIR

Contractor Name: _____

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

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

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

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

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

Dated: _____

By: _____

(Signature)

cc: _____

(Performance Bond Surety)

(Typewritten or Handwritten Name)

(Address)

(Title)

[END OF SECTION]

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as: **ROOFING REPAIR.**

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for additive Alternate Bid Items, if any.

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

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

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

[CONTINUED NEXT PAGE]

Monterey Bay Air Resources District
ROOFING REPAIR

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

(Bidder/Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

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

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

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

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)

[END OF SECTION]

SECTION 00620

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that we, _____,
as Principal, and _____,
as Surety, are held and firmly bound unto **Monterey Bay Air Resources District** hereinafter "the Oblige," in the
penal sum of _____
Dollars (\$) _____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Directors has awarded to the Principal a Contract for the Work described as: **Monterey Bay Air Resources District, Roofing Repair**.

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

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

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

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

In the event of the Oblige's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Oblige to the Surety of the Principal's breach or default of the Contract Documents and Oblige's termination of the Contract, the Surety shall notify Oblige in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Oblige, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work. In the event the Surety shall fail to issue its Notice of Election to Oblige within the time provided for hereinabove, the Oblige may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Oblige for all damages and costs sustained

Monterey Bay Air Resources District
Roofing Repair

by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

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

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

(Principal Name)

By:

(Signature)

(Principal's Corporate Seal)

(Typed or Printed Name)

(Title)

(Surety's Corporate Seal)

(Surety Name)

By:

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

()

(Area Code and Telephone Number of Surety)

End of Section 00620

SECTION 00610

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that we, _____,
as Principal, and _____,
as Surety, are held and firmly bound unto **Monterey Bay Air Resources District** hereinafter "the Obligee," in the penal
sum of _____
Dollars (\$) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Directors has awarded to the Principal a Contract for the Work
described as: **Monterey Bay Air Resources District, Roofing Repair.**

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

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

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

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

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

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

Monterey Bay Air Resources District
Roofing Repair

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

(Principal Name)

By:

(Signature)

(Principal's Corporate Seal)

(Typed or Printed Name)

(Title)

(Surety's Corporate Seal)

(Surety Name)

By:

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

(_____)_____
(Area Code and Telephone Number of Surety)

End of Section 00610

Section 007000

General Conditions

Table of Contents

ARTICLE 1: DEFINITIONS; GENERAL

- 1.1 Addendum/Addenda.
- 1.2 Architect.
- 1.3 Architect's Supplemental Instructions.
- 1.4 Bid.
- 1.5 Board of Directors.
- 1.6 Change Order.
- 1.7 Conditional Notice of Intent to Award.
- 1.8 Construction Equipment.
- 1.9 Construction Manager.
- 1.10 Construction Procedures.
- 1.11 Contract Documents.
- 1.12 Contract Document Terms.
- 1.13 Contract Price.
- 1.14 Contract Time.
- 1.15 Contractor.
- 1.16 Contractor's Superintendent.
- 1.17 Date of Commencement.
- 1.18 Date of Completion.
- 1.19 Day.
- 1.20 Defective or Non-Conforming Work.
- 1.21 Delivery.
- 1.22 District.
- 1.23 District's Inspector.
- 1.24 Drawings and Specifications.
- 1.25 Equal (as in "or equal").
- 1.26 Field Clarification.
- 1.27 Field Order (FO).
- 1.28 Intent and Correlation of Contract Documents.
 - 1.28.1 Work of the Contract Documents.
 - 1.28.2 Technical Terms.
 - 1.28.3 Conflict in Contract Documents.
- 1.29 Interpretations.
- 1.30 Materials / Equipment
- 1.31 Material Supplier.
- 1.32 Notice to Proceed.
- 1.33 Request for Proposal (RFP).
- 1.34 Product Data.
- 1.35 Progress Reports; Verified Reports.
- 1.36 The Project.
- 1.37 Project Manager; District's Project Manager
- 1.38 Record Drawings.
- 1.39 Reference to Codes.
- 1.40 Samples.
- 1.41 Shop Drawings; Samples; Product Data ("Submittals").
- 1.42 Site.
- 1.43 Special Conditions; Supplemental Conditions.

- 1.44 Special Provisions.
- 1.45 Specifications.
- 1.46 Subcontractors; Sub-Subcontractors.
- 1.47 Substitution.
- 1.48 Surety.
- 1.49 The Work.

ARTICLE 2: DISTRICT

- 2.1 Information Required of District.
 - 2.1.1 Surveys; Site Information.
 - 2.1.2 Permits; Fees.
 - 2.1.3 Drawings and Specifications.
 - 2.1.4 Furnishing of Information.
- 2.2 District's Right to Stop the Work.
- 2.3 District's Right to Carry out the Work.
- 2.4 Partial Occupancy or Use.
 - 2.4.1 District's Right to Partial Occupancy.
 - 2.4.2 No Acceptance of Defective or Nonconforming Work.
- 2.5 The District's Inspector; Inspector of Record (IOR).

ARTICLE 3: ARCHITECT AND CONSTRUCTION MANAGER

- 3.1 Administration of the Contract
 - 3.1.1 Role of the Architect and Construction Manager.
 - 3.1.2 Architect Periodic Site Inspections.
- 3.2 Contractor Responsibility for Construction Means, Methods and Sequences.
- 3.3 Review of Application for Payment.
- 3.4 Rejection of Work.
- 3.5 Submittals.
 - 3.5.1 Architect's Review.
 - 3.5.2 Time for Architect's Review.
- 3.6 Changes to the Work; Change Orders.
- 3.7 Completion.
- 3.8 Interpretation of Contract Documents.
- 3.9 Request for Information.
- 3.10 Communications; Construction Manager's Role.

Monterey Bay Air Resources District
Roofing Repair

- 3.11 Termination of Architect or Construction Manager; Substitute Architect or Construction Manager.

ARTICLE 4: THE CONTRACTOR

- 4.1 Contractor Review of Contract Documents.
 - 4.1.1 Examination of Contract Documents.
 - 4.1.2 Field Measurements.
 - 4.1.3 Dimensions; Layouts and Field Engineering.
 - 4.1.4 Work in Accordance With Contract Documents.
- 4.2 Site Investigation; Subsurface Conditions.
 - 4.2.1 Contractor Investigation.
 - 4.2.2 Subsurface Data.
 - 4.2.3 Subsurface Conditions.
- 4.3 Supervision and Construction Procedures.
 - 4.3.1 Supervision of the Work.
 - 4.3.2 Responsibility for the Work.
 - 4.3.3 Surveys.
 - 4.3.4 Construction Utilities.
 - 4.3.5 Existing Utilities; Removal, Relocation and Protection.
 - 4.3.6 Conferences and Meetings.
 - 4.3.6.1 Pre-Construction Conference.
 - 4.3.6.2 Progress Meetings.
 - 4.3.6.3 Special Meetings.
 - 4.3.6.4 Minutes of Meetings.
- 4.4 Labor and Materials.
 - 4.4.1 Payment for Labor, Materials and Services.
 - 4.4.2 Employee Discipline.
 - 4.4.3 Contractor's Superintendent.
 - 4.4.4 Prohibition on Harassment.
 - 4.4.4.1 District's Policy Prohibiting Harassment.
 - 4.4.4.2 Contractor's Adoption of Anti-Harassment Policy.
 - 4.4.4.3 Prohibition on Harassment at the Site.
- 4.5 Taxes.
- 4.6 Permits, Fees and Notices; Compliance With Laws.
 - 4.6.1 Basis Standard.
 - 4.6.2 Permits.
 - 4.6.3 Compliance with Laws and Regulations.
 - 4.6.4 Notice of Variation From Laws.
- 4.7 Submittals.
 - 4.7.1 Purpose of Submittals.
 - 4.7.2 Contractor's Submittals.
 - 4.7.2.1 Prompt Submittals.
 - 4.7.2.2 Approval of Subcontractor Submittals.
 - 4.7.2.3 Verification of Submittal Information.
 - 4.7.2.4 Information Included in Submittals.
 - 4.7.2.5 Contractor Responsibility for Deviations.
 - 4.7.2.6 No Performance of Work Without Architect Review.

- 4.7.3 Architect Review of Submittals.
- 4.7.4 Deferred Approval Items.
- 4.8 Materials and Equipment.
 - 4.8.1 Specified Materials, Equipment.
 - 4.8.2 Approval of Substitutions or Alternatives.
 - 4.8.3 Placement of Material and Equipment Orders.
 - 4.8.4 District's Right to Place Orders for Materials and/or Equipment.
- 4.9 Safety.
 - 4.9.1 Safety Programs.
 - 4.9.2 Safety Precautions.
 - 4.9.3 Safety Signs, Barricades.
 - 4.9.4 Safety Notices.
 - 4.9.5 Safety Coordinator.
 - 4.9.6 Emergencies.
 - 4.9.7 Hazardous Materials.
 - 4.9.7.1 General.
 - 4.9.7.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs").
 - 4.9.7.3 Disposal of Hazardous Materials.
- 4.10 Maintenance of Documents.
 - 4.10.1 Documents at Site.
 - 4.10.2 Maintenance of Record Drawings.
- 4.11 Use of Site.
- 4.12 Clean-Up.
- 4.13 Access to the Work.
- 4.14 Facilities and Information for the District's Inspector.
 - 4.14.1 Information to District's Inspector.
 - 4.14.2 Facilities for District's Inspector.
- 4.15 Patents and Royalties.
- 4.16 Cutting and Patching.
- 4.17 Encountering of Hazardous Materials.
- 4.18 Wage Rates; Employment of Labor.
 - 4.18.1 Determination of Prevailing Rates.
 - 4.18.2 Payment of Prevailing Rates.
 - 4.18.3 Prevailing Rate Penalty.
 - 4.18.4 Payroll Records.
 - 4.18.5 Hours of Work.
 - 4.18.5.1 Limits on Hours of Work.
 - 4.18.5.2 Penalty for Excess Hours.
 - 4.18.5.3 Contractor Responsibility.
 - 4.18.6 Apprentices.
 - 4.18.6.1 Employment of Apprentices.
 - 4.18.6.2 Apprenticeship Certificate.

- 4.18.6.3 Ratio of Apprentices to Journeymen.
- 4.18.6.4 Exemption From Ratios.
- 4.18.6.5 Contributions to Trust Funds.
- 4.18.6.6 Contractor's Compliance.
- 4.18.7 Employment of Independent Contractors.
- 4.19 Assignment of Antitrust Claims.
- 4.20 Limitations Upon Site Activities.

ARTICLE 5: SUBCONTRACTORS

- 5.1 Subcontracts.
- 5.2 Substitution of Listed Subcontractor.
 - 5.2.1 Substitution Process.
 - 5.2.2 Responsibilities of Contractor Upon Substitution of Subcontractor.
- 5.3 Subcontractors' Work.

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

- 6.1 Workers' Compensation Insurance; Employer's Liability Insurance.
- 6.2 Commercial General Liability and Property Insurance.
 - 6.2.1 Commercial General Liability Requirements, Maintaining Insurance.
 - 6.2.1.1 Automobile Bodily Injury and Property Damage Insurance.
 - 6.2.1.2 Aircraft Liability Insurance.
 - 6.2.1.3 Pollution Liability.
 - 6.2.1.4 Additional Insured.
 - 6.2.1.5 Occurrence Basis.
 - 6.2.1.6 Application of Coverage.
 - 6.2.1.7 Waiver of Subrogation.
 - 6.2.1.8 Primary Insurance.
 - 6.2.1.9 Cross-Liability Endorsement.
 - 6.2.1.10 Deductible.
- 6.3 Builder's Risk "All-Risk" Insurance.
- 6.4 Coverage Amounts.
- 6.5 Evidence of Insurance; Subcontractor's Insurance.
 - 6.5.1 Certificates of Insurance.
 - 6.5.2 Subcontractors' Insurance.
- 6.6 Maintenance of Insurance.
- 6.7 Contractor's Insurance Primary.
- 6.8 Indemnity.
 - 6.8.1 Indemnification.
 - 6.8.2 Indemnification of Adjacent Property Owners.
- 6.9 Payment Bond; Performance Bond.

ARTICLE 7: CONTRACT TIME

- 7.1 Substantial Completion of the Work Within Contract Time.
- 7.2 Progress and Completion of the Work.
 - 7.2.1 Time of Essence.
 - 7.2.2 Substantial Completion.
 - 7.2.3 Correction or Completion of the Work

After Substantial Completion.

- 7.2.3.1 Punchlist.
- 7.2.3.2 Time for Completing Punchlist Items.
- 7.2.4 Final Completion.
- 7.2.5 Contractor Responsibility for Multiple Inspections.
- 7.2.6 Final Acceptance.
- 7.3 Construction Schedule.
 - 7.3.1 Bid Time Master Project Schedule.
 - 7.3.2 Preliminary Schedules
 - 7.3.3 Review of Preliminary Schedule.
 - 7.3.4 Preparation and Submittal of Construction Schedule.
 - 7.3.5 Revisions to Approved Construction Schedule.
 - 7.3.6 Updates to Approved Construction Schedule.
 - 7.3.7 Contractor Responsibility for Construction Schedule.
- 7.4 Adjustment of Contract Time.
 - 7.4.1 Excusable delays
 - 7.4.1.1 Power Interruption.
 - 7.4.2 Compensable Delays.
 - 7.4.3 Inexcusable Delays.
 - 7.4.4 Adjustment of Contract Time.
 - 7.4.4.1 Procedure for Adjustment of Contract Time.
 - 7.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays.
- 7.5 Liquidated Damages.

ARTICLE 8: CONTRACT PRICE

- 8.1 Contract Price
- 8.2 Cost Breakdown.
- 8.3 Progress Payments.
 - 8.3.1 Applications for Progress Payments.
 - 8.3.2 District's Review of Applications for Progress Payments.
 - 8.3.3 Architect and District's Inspector Review of Applications for Progress Payments.
 - 8.3.4 District's Disbursement of Progress Payments.
 - 8.3.4.1 Timely Disbursement of Progress Payments.
 - 8.3.4.2 Untimely Disbursement of Progress Payments.
 - 8.3.4.3 District's Right to Disburse Progress Payments by Joint Checks.

- 8.3.4.4 No Waiver of Defective or Non-Conforming Work.
- 8.3.5 Progress Payments for Changed Work.
- 8.3.6 Materials or Equipment Not Incorporated Into the Work.
 - 8.3.6.1 Limitations Upon Payment.
 - 8.3.6.2 Materials or Equipment Delivered and Stored at the Site.
 - 8.3.6.3 Materials or Equipment Not Delivered or Stored at the Site.
 - 8.3.6.4 Materials or Equipment in Fabrication or Transit.
- 8.3.7 Exclusions From Progress Payments.
- 8.3.8 Title to Work.
- 8.3.9 Substitute Security for Retention.
- 8.4 Final Payment.
 - 8.4.1 Application for Final Payment.
 - 8.4.2 Conditions Precedent to Disbursement of Final Payment.
 - 8.4.3 Disbursement of Final Payment.
 - 8.4.4 Waiver of Claims.
 - 8.4.5 Claims Asserted After Final Payment.
- 8.5 Withholding of Payments.
- 8.6 Payments to Subcontractors.
- 8.7 Computerized Job Cost Reporting System.
 - 8.7.1 Job Cost Reporting.
 - 8.7.2 Job Cost Reporting System Requirements.
 - 8.7.3 Job Cost System Information.

ARTICLE 9: CHANGES

- 9.1 Changes in the Work.
- 9.2 Oral Order of Change in the Work.
- 9.3 Changes in the Specifications or Plans.
 - 9.3.1 Written Authorization.
 - 9.3.2 Modification.
- 9.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.
 - 9.4.1 Increase in the Contract Price.
 - 9.4.2 Lump Sum Proposals.
 - 9.4.3 Actual Cost.
 - 9.4.3.1 Straight Time Wages.
 - 9.4.3.2 Straight Time Fringe Benefits.
 - 9.4.3.3 Authorized Overtime.
 - 9.4.3.4 Authorized Overtime Fringe Benefits.
 - 9.4.3.5 Materials and Consumable Items.
 - 9.4.3.6 Sales Taxes.
 - 9.4.3.7 Authorized Construction Equipment.
 - 9.4.3.8 Royalties and Permits.
 - 9.4.3.9 Insurance Premium Costs.
 - 9.4.4 Extra Work Cost Exclusions.
 - 9.4.5 Contractor Fee.
 - 9.4.5.1 Contractpr Performed Extra Work
 - 9.4.5.2 Subcontractor Perfomed Extra Work
 - 9.4.5.3 Sub-Subcontractor Performed Extra Work.
 - 9.4.6 Deleted Work.

- 9.4.7 Change Involving Extra Work and Deleted Work.
- 9.4.8 Time / Material Requirements.
- 9.4.9 Overhead and Profit.
- 9.4.10 Claim Damages for Anticipated Profits.
- 9.5 Unilateral Change in or Addition to the Work.
- 9.6 Claims for Extra Costs
 - 9.6.1
 - 9.6.2
 - 9.6.3
 - 9.6.4
 - 9.6.5
- 9.7 Effect on Sureties.
- 9.8 Unforseen Site Conditions.
- 9.9 Adjustment to Contract Time.
- 9.10 Addition or Deletion of Alternate Bid Item (s).
- 9.11 Change Orders.
- 9.12 Contractor Notice of Changes.
- 9.13 Disputed Changes.
- 9.14 Emergencies.
- 9.15 Minor Changes in the Work.
- 9.16 Unauthorized Changes.

ARTICLE 10: SEPARATE CONTRACTORS

- 10.1 District's Right to Award Separate Contracts.
- 10.2 District's Coordination of Separate Contractors.
- 10.3 Mutual Responsibility.
- 10.4 Discrepancies or Defects.

ARTICLE 11: TESTS AND INSPECTIONS

- 11.1 Tests; Inspections; Observations.
 - 11.1.1 Contractor's Notice.
 - 11.1.2 Cost of Tests and Inspections.
 - 11.1.3 Testing/Inspection Laboratory.
 - 11.1.4 Additional Tests, Inspections and Approvals.
- 11.2 Delivery of Certificates.
- 11.3 Timeliness of Tests, Inspections and Approvals.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

- 12.1 Inspection of the Work.
 - 12.1.1 Access to the Work.
 - 12.1.2 Limitations Upon Inspections.
- 12.2 Uncovering of Work.
- 12.3 Rejection of Work.
- 12.4 Correction of Work.

Monterey Bay Air Resources District
Roofing Repair

- 12.5 Removal of Non-Conforming or Defective Work.
- 12.6 Failure of Contractor to Correct Work.
- 12.7 Acceptance of Defective or Non-Conforming Work.

Damages.
16.19 Entire Agreement.

ARTICLE 13: WARRANTIES

- 13.1 Workmanship and Materials.
- 13.2 Warranty Work.
- 13.3 Guarantee.
- 13.4 Survival of Warranties.

ARTICLE 14: SUSPENSION OF WORK

- 14.1 District's Right to Suspend Work.
- 14.2 Adjustments to Contract Price and Contract Time.

ARTICLE 15: TERMINATION

- 15.1 Termination for Cause.
 - 15.1.1 District's Right to Terminate.
 - 15.1.2 District's Rights Upon Termination.
 - 15.1.3 Completion by the Surety.
 - 15.1.4 Assignment and Assumption of Subcontracts.
 - 15.1.5 Costs of Completion.
 - 15.1.6 Contractor Responsibility for Damages.
 - 15.1.7 Conversion to Termination for Convenience.
 - 15.1.8 District's Rights Cumulative.
- 15.2 Termination for Convenience of the District.

ARTICLE 16: MISCELLANEOUS

- 16.1 Governing Law.
- 16.2 Marginal Headings; Interpretation.
- 16.3 Successors and Assigns.
- 16.4 Cumulative Rights and Remedies; No Waiver.
- 16.5 Severability.
- 16.6 No Assignment by Contractor.
- 16.7 Gender and Number.
- 16.8 Independent Contractor Status.
- 16.9 Notices.
- 16.10 Disputes; Continuation of Work.
- 16.11 Dispute Resolution; Arbitration.
 - 16.11.1 Claims Under \$375,000.00.
 - 16.11.2 Arbitration.
 - 16.11.3 Inapplicability to Bid Bond.
- 16.12 Capitalized Terms.
- 16.13 Attorneys Fees.
- 16.14 Provisions Required by Law Deemed Inserted.
- 16.15 Days.
- 16.16 Key Maintenance Records.
- 16.17 Contractor Preservation of Records, District's Rights.
 - 16.17.1.1 Termination of District Access to Contractor Records.
- 16.18 Contractor Waiver of Consequential/Special

SECTION 00700

GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS; GENERAL

- 1.1 Addendum/Addenda.** "Addendum" or "Addenda" are written documents furnished by the District through the Construction Manager and/or the District's Project Manager before award of the contract, interpreting or modifying plans and specifications or answering questions of intended bidders, and shall be incorporated in and are a part of the Contract Documents.
- 1.2 Architect.** The Architect is the person or entity identified as such in the Agreement; references to the "Architect" include the Architect's authorized representative. The "Architect" is the architectural firm engaged as an agent by the District to perform the services set forth in the Contract Documents. The Architect is designated by the Board of Directors as the District's agent to perform all functions delegated to the Architect by the Contract Documents.
- 1.3 Architect's Supplemental Instructions (ASI).** "Architect's Supplemental Instructions" are supplemental drawings or instructions, which may be issued as necessary from time to time to make clear or define in greater detail the intent of the Contract Drawings and Specifications where no change in Contract Sum or Contract Time is anticipated.
- 1.4 Bid.** "Bid" shall mean the offer of the bidder to do the work, when submitted on the prescribed bid form, properly executed, at the designated time and location.
- 1.5 Board of Directors.** "Board of Directors" shall mean the duly elected officials constituting the Board of Directors of the Monterey Bay Air Resources District.
- 1.6 Change Order.** "Change Order" shall mean a written order to the Contractor, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Trade Contract Sum and/or the Contract Time.
- 1.7 Conditional Notice of Intent to Award.** The "Conditional Notice of Intent to Award" is the document issued following Board of Directors Approval of bids. This document authorized the Contractor to begin preparing and submitting shop drawings and other required submittals as described in Article 4.7.
- 1.8 Construction Equipment.** "Construction Equipment" is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.
- 1.9 Construction Manager.** The firm Ausonio has been designated by the District and the Contract Documents to provide Construction Management Services for the Project. Unless directed differently by the District, the Construction Manager shall have the authority to act on behalf of the District.
- 1.10 Construction Procedures.** Contractors shall thoroughly review the administrative procedures which are described in detail in these General Conditions, and elsewhere in the Project Manual. Prior to the start of construction, the District and Construction Manager shall convene a meeting (Preconstruction Meeting) to review these procedures, as well as reviewing other administrative procedures which may be specific to the Project.
- 1.11 Contract Documents.** The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special, Supplemental or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction. The "Contract Documents shall include the Advertisement for Bid, Project Directory, Notice to Bidders, the General Instructions for Bidders, the Bid Proposal Form, Addenda, the Agreement for Construction, the Performance Bond, the Labor and Material

Monterey Bay Air Resources District
Roofing Repair

Payment Bond, the Insurance Requirements, the Sample Contract Agreements, these General Conditions for Contractors, contract drawings and plans, all duly issued Addenda, Interpretations, and Change Orders, Supplemental Drawings, the Contractor's Guarantee and Bond, the Subcontractor Listing, Preliminary Contract Schedule, and the Construction Schedule in its most recently updated and accepted version.

- 1.12 Contract Document Terms.** The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other areas similarly marked as "typical"; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable there from.
- 1.13 Contract Price.** "Contract Price" is the total amount payable by the District to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum is the amount stated in the Agreement for Construction, including authorized adjustments thereto.
- 1.14 Contract Time.** "Contract Time" shall mean the period specified for completion of the Work, as set forth in the Agreement for Construction and adjusted by any Change Order issued pursuant to the Contract Documents.
- 1.15 Contractor.** "The Contractor", shall mean the person or persons, partnership, or corporation, who has entered into the Agreement for Construction of the Work with the District. The Contractor is required by law to be holding and maintain a valid California Contractor's license and who has contracted with the District to perform work or render services as a prime contractor in or about the construction of the work as described in the Contract Documents. References to "Contractor" include the Contractor's authorized representative.
- 1.16 Contractor's Superintendent.** The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.
- 1.17 Date of Commencement.** "Date of Commencement" is the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Agreement for Construction or such other date as may be established therein.
- 1.18 Date of Completion.** The "Date of Completion" is the date certified by the Owner and Architect when construction of the Work is 100% complete including acceptance by the Architect of all punch list corrections and completion and acceptance by the District of all closeout documents.
- 1.19 Day.** Unless otherwise expressly defined, a "day" shall mean a calendar day of 24 hours, including each and every day of the year.
- 1.20 Defective or Non-Conforming Work.** Defective or non-conforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade or industry; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage occurring prior to Final Completion of all of the Work.
- 1.21 Delivery.** The term "delivery" used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition pending incorporation into the Work.
- 1.22 District.** The "District" refers to **Monterey Bay Air Resources District** and unless otherwise stated, includes the District's authorized representatives, including the District's Project Manager, if a Project Manager is designated, the District's Board of Directors and the District's officers, employees, agents and representatives. The District is designated as "Owner" in the Contract Documents.
- 1.23 District's Inspector.** The "District Inspector" shall mean the person or persons employed or engaged as (an) independent contractor(s) by the District to inspect the performance of the Work by the Contractor for compliance with the Contract Documents. The District Inspector is hereby designated as an agent of the District for such

Monterey Bay Air Resources District
Roofing Repair

purpose and no other. The District Inspector is supervised by, and reports to the District. The authority of the District Inspector to monitor the work shall be strictly limited to that authority specified herein and in Title 24, California Administrative Code, and no additional authority has been granted nor shall be inferred. The Architect may be designated as the District Inspector, in which case the Architect shall perform the function and have the authority of both positions.

- 1.24 Drawings and Specifications.** The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Drawings (sometimes hereinafter referred to as “drawings” or “plans”) are the plans and working drawings, which show the location, character, dimensions and details of the Work to be performed, and all supplemental drawings issued by the District. Once approved, all such drawings are incorporated into and become a part of the Contract Documents. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.
- 1.25 Equal (as in “or equal”).** “Equal” shall mean a system, product or material which is of the same quality, appearance, and utility in all respects to that shown or specified but produced by a manufacturer not listed in the specification, in the opinion of the Architect. The Contractor bears the burden of proof of equality.. See also: Substitution.
- 1.26 Field Clarifications.** A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents. Also called “Letter of Instruction”.
- 1.27 Field Order (FO).** A “Field Order” is the name given to a document issued by the District through the Construction Manager authorizing work to proceed on a change in anticipation of approval and issuance by the District or Construction Manager of a Change Order.
- 1.28 Intent and Correlation of Contract Documents.**
- 1.28.1. Work of the Contract Documents.** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents are silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.
- 1.28.2. Technical Terms.** Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.28.3. Conflict in Contract Documents.** Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.9 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

Monterey Bay Air Resources District
Roofing Repair

- 1.29 Interpretations.** “Interpretations” are all clarifications, additional instructions, and explanations issued by the Architect and/or Construction Manager pursuant to Article 3 hereof, after award of the contract.
- 1.30 Materials / Equipment.** “Materials” is a generic term which shall include all building materials, articles, supplies, and equipment delivered to the project for incorporation in the Work. “Materials” includes everything incorporated into the Work except labor, unless otherwise noted. “Equipment” shall mean all pre-manufactured or partially preassembled products or components, assembled or partially assembled before delivery to the site.
- 1.31 Material Supplier.** A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.
- 1.32 Notice to Proceed.** The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time. The Notice to Proceed is given to the Contractor following execution of the Agreement for Construction and receipt of all required preconstruction submittals as itemized in the Formal Notice of Intent to Award.
- 1.33 Request for Proposal (RFP).** A “Request for Proposal” is the name given to a document issued by the District through the Construction Manager requesting pricing information for a described scope of work. Also called “Proposal Request”.
- 1.34 Product Data.** “Product Data” shall mean illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.
- 1.35 Progress Reports; Verified Reports.** Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.
- 1.36 The Project.** The Project is the total construction of which the Work performed by the Contractor under the Contract Documents which may be the whole or a part of the Project and which may include construction by the District or by separate contractors.
- 1.37 Project Manager; District's Project Manager.** The Project Manager, if any, is the individual or entity designated as such in the Special Conditions. The Project Manager shall be authorized and empowered to act on behalf of the District. In the event that a Project Manager is not designated in the Special Conditions, the District reserves the right to designate a Project Manager at any time during Contractor's performance of the Work. The District reserves the right to remove or replace the Project Manager during Contractor's performance of the Work. The designation of a Project Manager, if one has not been designated in the Special Conditions, or the removal or replacement of the designated Project Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder.
- 1.38 Record Drawings.** The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.
- 1.39 Reference to Codes.** Unless otherwise noted, all references to statutes are to the laws of the State of California as codified in the various specified codes.
- 1.40 Samples.** “Samples shall mean drawings, diagrams, schedules and other data specifically prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Monterey Bay Air Resources District
Roofing Repair

- 1.41 Shop Drawings; Samples; Product Data ("Submittals").** Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as "Submittals"
- 1.42 Site.** The Site is the physical area designated in the Contract Documents for Contractor's performance, construction and installation of the Work.
- 1.43 Special Conditions; Supplemental Conditions.** If made a part of the Contract Documents, Special Conditions and Supplemental Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.
- 1.44 Special Provisions.** The "Special Provisions" are specified clauses setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions and Technical Specifications.
- 1.45 Specifications.** "Specifications" include the special provisions, general conditions, general requirements, and technical specifications applicable to the Work, all duly executed and issued addenda and interpretations, and all modifications approved by the District pursuant to a change order.
- 1.46 Subcontractors; Sub-Subcontractors.** "Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to the Contractor in or about the construction of the Work, or who, under subcontract to the Contractor, fabricates and installs a portion of the work or improvement. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. "Subcontractor" shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title 1 of the Public Contract Code, commencing with Section 4100.
- 1.47 Substitution.** "Substitution" shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.
- 1.48 Surety.** The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond
- 1.49 The Work.** The "Work" shall mean the scope of work defined for each trade package. The "Work" is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

ARTICLE 2. DISTRICT

2.1 Information Required of District.

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

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

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

2.1.4 Furnishing of Information. Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist.

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

2.3 District's Right to Carry out the Work. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the District may, without prejudice to other remedies the District may have,

correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Construction Manager's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. Such action by the District and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District.

2.4 Partial Occupancy or Use.

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

2.4.2 No Acceptance of Defective or Nonconforming Work. Unless otherwise expressly agreed upon by the District and the Contractor, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

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

ARTICLE 3. ARCHITECT AND CONSTRUCTION MANAGER

3.1 Administration of the Contract.

3.1.1 Role of the Architect and Construction Manager. The Architect and Construction Manager will provide administration of the Contract as described in the Contract Documents, and will be one of the District's representatives during construction until the time that Final Payment is due the Contractor under the Contract Documents. The Architect and Construction Manager will advise and consult with the District, the District's Project Manager, and the District's Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and powers established by law, including Title

24 of the California Code of Regulations. The Architect is authorized to stop the Work whereas deemed necessary in the sole discretion of the Architect to insure that the Work is completed in accordance with the Contract Documents.

3.1.2 Architect's Periodic Site Inspections. The Architect will visit the Site at intervals appropriate to the stage of construction to biques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.2 Contractor responsible for Construction, Means, Methods and Sequences. The Architect will not have control over of charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. The Architect will not have control over or charge of and will not be responsible for acts or omission of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.3 Review of Applications for Payment. In accordance with Article 8 hereof, the Architect and Construction Manager will review the Contractor's Applications for Progress Payments and for Final Payment, evaluate the extent of Work performed and the amount properly due the Contractor on such Application for Payment.

3.4 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise such authority shall give rise to a duty or responsibility of the at to the Contractor, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.

3.5 Submittals.

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

3.5.2 Time for Architect's Review. The Architect's review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District's separate contractors while allowing sufficient time, in the Architect's reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Architect's review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the

Monterey Bay Air Resources District
Roofing Repair

Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents.

- 3.6 Changes to the Work; Change Orders.** The Architect will prepare Change Orders, and may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.
- 3.7 Completion.** The Architect and Construction Manager will conduct observations to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the District, for the District's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.
- 3.8 Interpretation of Contract Documents.** The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Architect's review and response to requests under Article 3.9, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- 3.9 Request for Information.** If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), it shall be affirmative obligation of the Contractor to timely notify the Construction Manager, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the Construction Manager in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Construction Manager to address and resolve any Conditions, the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall conform with the standards and time frame set forth in Article 3.8 of these General Conditions. The foregoing provisions notwithstanding, in the event that the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other consultant to the Architect or the District. In responding to any of Contractor's request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such amount from any portion of the Contract Price then or thereafter due the

Contractor.

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

ARTICLE 4. THE CONTRACTOR

4.1 Contractor Review of Contract Documents.

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

4.2 Site Investigation; Subsurface Conditions.

Monterey Bay Air Resources District
Roofing Repair

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

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

4.2.3 Subsurface Conditions. If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the District's Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

4.3 Supervision and Construction Procedures.

4.3.1 Supervision of the Work. The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences

and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

- 4.3.2 Responsibility for the Work.** The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, District's Inspector or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 4.3.3 Surveys.** The Contractor shall prepare or cause to be prepared (except where noted otherwise) all detailed surveys necessary for performance of the Work, including without limitation, slope stakes, points, lines and elevations. The Contractor shall be responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work. The cost of any surveys and the establishment, location, maintenance and preservation of benchmarks, reference points and stakes shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.
- 4.3.4 Construction Utilities.** The District will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work and to completely perform all of the Contractors' obligations shall be obtained by the Contractor without adjustment of the Contract Price. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. The Contractor, upon completion of the Work, shall remove any such temporary distributions. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price
- 4.3.5 Existing Utilities; Removal, Relocation and Protection.** In accordance with California Government Code §4215, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 4.3.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District, the District's inspector, the Architect, the Construction Manager and the utility owner. In the event that such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

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

4.3.6.1 Pre-Construction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will generally address requirements of the Work and Contract Documents, and establish construction procedures. Subject matters of the Pre-Construction Conference will include as appropriate: (a) administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor, Subcontractor, Project Inspector and others performing any part of the Work or services relating to the Work; (b) Submittals; (c) Changes and Change Order submission; (d) employment practices, including Certified Payroll preparation and submission, prevailing wage rate responsibilities of the Contractor and Subcontractors, compliance with apprenticeship standards and other matters described in the LCP; (e) Progress Schedule development and maintenance; (f) development of Schedule of Values and payment procedures; (g) communication procedures, including the handling of Request for Information; (h) emergency and safety procedures; (i) Site visitor policies; (j) conduct of Contractor / Subcontractor personnel at the Site; and (k) punch list/close-out procedures.

4.3.6.2 Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Architect or the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress Schedule and Submittals.

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

4.3.6.4 Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Architect or the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect and the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction

Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

4.4 Labor and Materials.

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

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

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

4.4.4 Prohibition on Harassment.

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

4.4.4.2 Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of

an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.4.

4.4.4.3 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.4.2 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, board of directors, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

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

4.6 Permits, Fees and Notices; Compliance With Laws.

4.6.1 Basis Standard. The Contractor shall conduct the Work so that all laws and ordinances for the protection of the public and the workers shall be obeyed fully both by the Contractor and by all subcontractors on the site. The Contractor shall comply with the requirements of the California State Licensing Board and have a valid contractor's license, which is to be active as to the date of the receipt of bids and maintained in "Good Standing" from the receipt of bids throughout the Project to completion. The class of license required is as indicated in the Table of Contents, Notice to Bidders, and Bid Proposal Forms sections.

Monterey Bay Air Resources District
Roofing Repair

4.6.2 Permits. The District will pay all fees required by the, Department of General Services, and State of California, as well as any and all necessary approvals, easements, assessments, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including any required building, electrical, plumbing, mechanical, or grading permits. The Contractor is to be responsible for coordinating and obtaining those required permits. The District will reimburse the Contractor for utility connection fees, encroachment permits, utility service charges other than temporary utility charges unless otherwise indicated, necessary for the completion of the Work.

All other fees and permits shall be at the expense of the Contractor. Proper documentation of fee, permit, and utility service charges shall be submitted to the District along with the Contractor's request for reimbursement for utility connection fees, if any. No mark-up shall be allowed the Contractor on these reimbursable charges.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations or orders of any public authority bearing on the performance of the Work.

4.6.3 Compliance with Laws and Regulations. The Contractor shall keep itself fully informed of and shall observe and comply with, and shall cause any and all persons, firms, or corporations employed by it or under it to observe and comply with all federal and state laws, and county or municipal ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work

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

4.7 Submittals.

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

4.7.2 Contractor's Submittals.

4.7.2.1 Prompt Submittals. The Contractor shall review, approve and submit to the Construction Manager or such other person or entity designated by the District, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Construction Manager within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule prepared and submitted by the Contractor pursuant to Article 7 of these General Conditions. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. In the event of Contractor's failure or refusal to deliver Submittals to the

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

- 4.7.2.2 Approval of Subcontractor Submittals.** All Submittals prepared by Subcontractors, of any tier, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Construction Manager for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.
- 4.7.2.3 Verification of Submittal Information.** By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.
- 4.7.2.4 Information Included in Submittals.** All Submittals shall be accompanied by a written transmittal or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with each Submittal numbered consecutively for ease of reference along with the following information: (i) date of submission; (ii) project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required for the Architect's review, evaluation and approval of the Contractor's

Submittals.

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

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

4.7.3 Architect Review of Submittals. The purpose of the Architect's review of Submittals and the time for the Architect's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming with the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect's direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect's review of the Submittals is for the limited purposes described in the Contract Documents. The following notations or notations of a similar nature noted on a reviewed Submittal will require the Contractor action noted below.

No Exceptions Taken	No formal revision required.
Make Corrections Noted	Make revision noted; re-submission of revised Submittal not required.
Revise and Re-Submit	Revise Submittal in accordance with notations and re-submit for revision.
Rejected Re-Submit	Prepare new alternative Submittal and re-submit for review.

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

4.8 Materials and Equipment.

4.8.1 Specified Materials, Equipment. References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the

words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition.

4.8.2 Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items and the Contractor certifies to the Architect that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to the Architect that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative that the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect's review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Architect's decision evaluating the Contractor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor's furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the District to review a proposed substitution or alternative, including without limitation fees of the Architect, of the Architect's consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Architect's review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of the District's award of the Contract to Contractor by action of the District's Board of Directors; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

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

completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor or Sub-Subcontractor.

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

4.9 Safety.

4.9.1 Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. With regards to safety each Contractor is defined as the "controlling employer" for purposes of the Multi-Employer Worksite Rules of the California Occupational Safety and Health Administration (California Code of Regulations §§336.10).

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

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

- 4.9.4 Safety Notices.** The Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 4.9.5 Safety Coordinator.** The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District's Inspector and the Architect.
- 4.9.6 Emergencies.** In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss.
- 4.9.7 Hazardous Materials.**
- 4.9.7.1 General.** In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all laws, rules, ordinances or regulations applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.
- 4.9.7.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs").** Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect and the District's Construction Manager of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with such removal and

replacement shall be the responsibility of the Contractor and the Contractor's Performance Bond Surety.

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

4.10 Maintenance of Documents.

- 4.10.1 Documents at Site.** The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Record Drawings; (v) Material Safety Data Sheets ("MSDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the District's Project Manager, the Construction Manager, the Architect, the District's Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing shall be assembled and transmitted to the Architect for delivery to the District.

- 4.10.2 Maintenance of Record Drawings.** During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Contractor shall continuously maintain the Record Drawings during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the District, the District's Inspector or the Architect, the Contractor shall make the Record Drawings maintained here under available for the District's review and inspection. The District's review and inspection of the Record Drawings during the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any

Monterey Bay Air Resources District
Roofing Repair

portion of the Contract Price then or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Architect

- 4.11 Use of Site.** The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.
- 4.12 Clean-Up.** The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. In the event that the Work of the Contract Documents includes painting and/or the installation of floor covering, prior to commencement of any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The District's Inspector, the District's Project Manager or the Construction Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.
- 4.13 Access to the Work.** The Contractor shall provide the District, the Construction Manager, the Architect and the Architect's consultant(s) with access to the Work, whether in place, preparation and progress and wherever located.
- 4.14 Facilities and Information for the District's Inspector. NIC**
- 4.15 Patents and Royalties.** The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.
- 4.16 Cutting and Patching.** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.
- 4.17 Encountering of Hazardous Materials.** In the event the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the District's Inspector and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. In the event such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent

Monterey Bay Air Resources District
Roofing Repair

that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

4.18 Wage Rates; Employment of Labor.

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

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

4.18.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Fifty Dollars (\$50.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor. The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determined that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) or Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the

Contractor or Subcontractor.

4.18.4 Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 4.18.4, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

4.18.5 Hours of Work.

4.18.5.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 1/2) times the basic rate of pay.

4.18.5.2 Penalty for Excess Hours. The Contractor shall pay to the District a penalty of Twenty-five Dollars (\$25.00) for each worker employed on the Work by the

Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (12) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

4.18.5.3 Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other

4.18.6 Apprentices.

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

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

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

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

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

4.18.6.5 Contributions to Trust Funds. The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall

contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

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

4.18.7 Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors license issued pursuant to California Business and Professions Code §7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.05. In the event that Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 4.18.7 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

4.19 Assignment of Antitrust Claims. Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgement or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any

portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

4.20 Limitations Upon Site Activities. Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the District's hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the District.

ARTICLE 5. SUBCONTRACTORS

5.1 Subcontracts. Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor's execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Construction Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents.

5.2 Substitution of Listed Subcontractor.

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

5.2.2 Responsibilities of Contractor Upon Substitution of Subcontractor. The District's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. In the event of the District's consent to the substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor. In the event that the Architect determines

that revised or additional Submittals are required of the newly substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by the newly substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. In the event that the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.2.2 shall conform with the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Architect or any design consultant to the Architect or the District and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.2.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.2.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

5.3 Subcontractors' Work. Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (a) coordinate its Work with the dependent Work; (b) provide necessary dependent data and requirements; (c) supply and/or install items to be built into the dependent Work of others; (d) make appropriate provisions for dependent Work of others; (e) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (f) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.

ARTICLE 6. INSURANCE; INDEMNITY; BONDS

6.1 Workers' Compensation Insurance; Employer's Liability Insurance. The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions. In accordance with the provisions of applicable law or regulation including waiver of subrogation by the insurance carrier with District and Construction Manager, the Contractor, and each subcontractor, shall secure the payment of compensation to its employees. The Contractor shall sign and file with the District the following certificate on the form provided by the District.

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance

Monterey Bay Air Resources District
Roofing Repair

of the work of this contract.

The Contractor shall require each Subcontractor to execute such statement and have such executed statements delivered to the District prior to allowing that Subcontractor to commence Work at the Site, and this clause will be made a part of all Subcontracts issued by Contractor for the Work.

The Contractor shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California. Said certificate shall provide that at least thirty (30) days prior written notice shall be served on District and Construction Manager prior to the cancellation or change of such insurance or self-insurance. Said certificate shall also provide that the insurer shall waive all rights of subrogation against the District, Construction Manager, Architect and each of their respective officials, employees and volunteers for losses arising from work performed by the Contractor for the District. Such certificate of insurance shall be delivered to the District and Construction Manager within five (5) days of being notified of the intent to award the contract, and before the District will execute the Agreement for Construction.

6.2 Commercial General Liability and Property Insurance. The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; and (vi) completed operations and products liability; and (vii) independent contractor's contingent coverage. Insurance is to be placed with insurers approved by the State of California, Department of Insurance and with a Bests' rating of no less than (A-) Level VII.

6.2.1 Commercial General Liability Requirement, Maintaining Insurance. The Contractor and its Subcontractors shall procure and maintain insurance on all of their operations during the progress of the Work, issued by insurance companies meeting the Insurer requirements set forth above, on forms acceptable to District, for the minimum insurance coverage limits as set forth in the Special Conditions:

6.2.1.1 Automobile Bodily Injury and Property Damage Insurance. This coverage shall include all owned, hired and non-owned equipment with combined bodily injury and property damage not less than the limits as set forth in the Special Conditions. An excess liability policy with a total dollar amount of three times the amount of the contract or \$1,000,000, whichever is greater may be used to supplement the automobile liability to the full amount. If Contractor or their subcontractors or vendors will be hauling hazardous materials, the automobile liability policy shall include the MCS 90 endorsement and bodily Injury / Property Damage Combined Single Limit shall not be less than \$3,000,000.

6.2.1.2 Aircraft Liability Insurance. If Contractor and/or its subcontractors use any owned, leased, chartered or hired aircraft of any type (including Helicopters) in the performance of this Contract, it shall maintain aircraft liability insurance not less than the limits as set forth in the Special Conditions or a limit sufficient to replace the item being hoisted, whichever is greater, or shall require subcontractor performing such work to provide such coverage and shall have named as additional insured the District and Construction Manager. Acceptable evidence of coverage and additional insured status

shall be provided prior to any work being performed.

6.2.1.3 Pollution Liability. If Contractor is required to perform remedial Hazardous material operations such as asbestos-containing materials, contaminated soil, etc., they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than the limits as set forth in the Special Conditions naming the District, Construction Manager, and Architect, and their respective officers, employees and agents as additional insured's including contractual liability coverage. Where Contractor in installing mechanical systems or exterior insulation and finish systems, Contractor shall provide Contractor's Pollution Liability which includes coverage for "Mold" with limits of liability of not less than the limits as set forth in the Special Conditions naming the District, Construction Manager, and Architect, and their respective officers, employees and agents as additional insured's including contractual liability coverage.

6.2.1.4 Additional Insured. All policies shall be endorsed to include the District, Construction Manager, Architect, District Inspector, Architect's Consultants, and their officers and employees as additional insured and shall provide that they are primary with any insurance maintained by District or Construction Manager as non-contributory. Such policies shall be provided using the ISO Additional Insured Endorsement or CG2010 (1993 or later) in combination with CG2037 (10/01). Copies of the additional insured endorsement(s) shall be attached to the certificate of insurance.

6.2.1.5 Occurrence Basis. All liability insurance shall be issued on an occurrence basis.

6.2.1.6 Application of Coverage. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.2.1.7 Waiver of Subrogation. The insurer shall agree to waive all rights of subrogation against the District, Construction Manager, District Inspector or Architect or any of their respective officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the District.

6.2.1.8 Primary Insurance. The policy shall state that it is primary insurance and that any insurance or self-insurance fund maintained by or available to the District, Construction Manager, District Inspector or Architect or any of their respective officers, agents, employees or volunteers shall be in excess of the Contractor's insurance and shall not be called upon to contribute to a loss covered by the policy.

6.2.1.9 Cross-Liability Endorsement. A cross-liability endorsement must be included to the effect that each insured is covered as if separate policies had been issued to each insured.

6.2.1.10 Deductible. Any deductibles or self-insured retentions must be declared to and approved by the District and Construction Manager. Any an all deductibles or self-insurance retentions in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

6.3 Builder's Risk "All-Risk" Insurance. The Contractor, during the progress of the Work and until Final Acceptance of the Work by the District upon completion of the entire Contract, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Contractor's Builders Risk

Monterey Bay Air Resources District
Roofing Repair

Insurance shall include coverage and insurance against the perils of earthquake if so indicated in the Special Conditions. Such insurance shall include the District as an additional named insured, and any other person with an insurable interest designated by the District as an additional named insured. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no claims for such loss or damage shall be recognized by the District, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

6.4 Coverage Amounts. The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

6.5 Evidence of Insurance; Subcontractor's Insurance.

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

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

6.6 Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the

Monterey Bay Air Resources District
Roofing Repair

Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

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

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

6.8.1 Indemnification. The Contractor shall defend, indemnify and save harmless the District, Ausonio (Construction Manager), and Architect and any of their respective officers, agents,

Monterey Bay Air Resources District
Roofing Repair

and employees from any and all claims, demands, costs, expenses, or liability occasioned by the performance or attempted performance of the provisions hereof or in any way arising out of this contract, including but not limited to, inverse condemnation, equitable relief, or any wrongful act, or any negligent act or omission to act on the part of the Contractor or any of its agents, employees, independent contractors, or subcontractors; provided, further, without limiting the foregoing, that the indemnity is intended to apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by the Contractor, the Contractor's agents, employees or independent contractors or subcontractors, and the District and Ausonio, their agents, employees, or independent contractors.

Such indemnity obligation expressly extends to and includes any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

Such indemnity obligation expressly extends to and includes any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors or subcontractors, of any provisions of federal, state or local law, including applicable administrative regulations.

Such indemnity obligation also expressly extends to and includes any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the Site or as a result of the Work, whether such persons are on or about the Site by right or not, whenever the Work is alleged to have been a contributing cause in any degree in whatsoever.

Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the District in contravention of Section 2782 of the Civil Code for the sole negligence or willful misconduct of the District.

6.8.2 Indemnification of Adjacent Property Owners. In the event the Contractor enters any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, state or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by the District prior to commencement of any work on or about such property. The Contractor also shall indemnify the District and Ausonio as provided in Article 10 herein. These provisions shall be in addition to any other requirements of the owners of said property.

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

ARTICLE 7 CONTRACT TIME

7.1 Substantial Completion of the Work Within Contract Time. Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect and the District's Inspector as such in accordance with the Contract Documents.

7.2 Progress and Completion of the Work.

7.2.1 Time of Essence. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.

7.2.2 Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. The Architect and the District's Inspector, upon request by the Contractor in accordance with the Contract Documents, shall determine Substantial Completion. The good faith and reasonable determination of Substantial Completion by the District's Inspector and the Architect shall be controlling and final.

7.2.3 Correction or Completion of the Work After Substantial Completion.

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

7.2.3.2 Time for Completing Punch list Items. In addition to setting forth items for correction or completion pursuant to Article 7.2.3.1, the Project Manager, if any, Contractor and Architect shall, after the joint inspection, establish a reasonable time for Contractors' completion of all Punchlist items. If mutual agreement is not reached for the Contractor's completion of Punchlist items, the Architect shall determine such time, and in such event, the time determined by the Architect shall be final and binding upon the District and Contractor so long as the Architect's determination is made in good faith. The Contractor shall promptly and diligently proceed to complete all Punch list items within the time established. In the event that the Contractor shall fail or refuse, for any reason, to complete all Punch list items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.5 hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punch list items, the District may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punch list items provided, however that such election by the District is in addition to and not in lieu of any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete Punch list items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection herewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor, if these costs

exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District for any such excess costs.

- 7.2.4 Final Completion.** Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all correction or completion items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. The Architect and the District's Inspector, upon request of the Contractor, shall determine Final Completion. The good faith and reasonable determination of Final Completion by the District's Inspector and the Architect shall be controlling and final.
- 7.2.5 Contractor Responsibility for Multiple Inspections.** In the event the Contractor shall request determination of Substantial Completion or Final Completion by the District's Construction Manager and the Architect and it is determined by the District's Construction Manager and the Architect that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect and the salary of the Construction Manager. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.
- 7.2.6 Final Acceptance.** Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Directors; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Directors after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon which the District's Board of Directors approves of the Final Acceptance of the Work.

7.3 Construction Schedule.

- 7.3.1 Bid Time master Schedule.** The Bid Time Master Schedule (if included with construction bid documents) is for reference only is provided as a graphic representation of one potential alternative for construction. The District reserves the right to modify the Bid Time Master Schedule. Any modifications including but not limited to, logic changes, sequencing, milestone completion dates, or changed durations, to the Bid Time Master Schedule shall not be the basis for any claim, future or otherwise against the District or its representatives.
- 7.3.2 Submittal of Preliminary Construction Schedule.** Within five (5) days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Project Manger and the Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of majors items, materials or equipment; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor. The Contactor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract

Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. If the Construction Schedule required under this Article 7.3 incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

7.3.3 Review of Preliminary Construction Schedule. The District, the Project Manager and the Architect shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Progress Schedule and any comments thereto by the District, the Project Manager and/or the Architect shall not be deemed to be the assumption of construction means, methods or sequences by the District, the Project Manager or the Architect, all of which remain the Contractor's obligations under the Contract Documents.

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

Construction Schedule.

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

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

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

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

7.4.1 Excusable Delays. If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any

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

7.4.1.1 Article 7.4.1 "Excusable Delays" of the General Conditions is modified by inclusion of governmentally ordered reduction, interruption or elimination of electrical power supply to the Site. If Work on the critical path of the then current Construction Schedule is impacted by such reduction, interruption or elimination of electrical power service, upon the Contractor's compliance with applicable provisions of the Contract Documents, the Contract Time will be adjusted to reflect delays to critical path Work resulting from such reduction, interruption or elimination of electrical power service; the Contract Price is not subject to adjustment for such reduction, interruption or elimination of electrical power service.

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

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

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

7.4.4 Adjustment of Contract Time.

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

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

7.5 Liquidated Damages. Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve Substantial Completion of the Work within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punch list items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, Substantial Completion or completion of the Punch list items are achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed submission of Submittals, Substantial Completion or completion of Punch list items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such

amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to complete Punch list items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

ARTICLE 8 CONTRACT PRICE

8.1 Contract Price. The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

8.2 Cost Breakdown. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, on forms provided by the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown shall be subject to the District's review and approval of the form and content thereof. In the event that the District shall reasonably object to any portion of the Cost Breakdown, within ten (10) days of the District's receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District's objection(s) to the Cost Breakdown. Within five (5) days of the date of the District's written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District has approved of the entirety of the Cost Breakdown. Once the District approves the Cost Breakdown, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole reasonable discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made by the District in equal installments with its disbursements of Progress Payments and the Final Payment with the amount of each such installment equal to the aggregate amount of such items as reflected in the Cost Breakdown divided by the number of months of the Contract Time.

8.3 Progress Payments.

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

8.3.2 District's Review of Applications for Progress Payments. In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the District shall cause the same to be reviewed by the Project Inspector, the Construction Manager, if one is designated by the District, and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining

that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) a Certification, executed under penalty of perjury by the Contractor's Superintendent and/or Project Manager, that all weekly Certified Payroll Records for the Contractor and all Subcontractors required to submit weekly Certified Payroll Records under the LCP for the period of time covered by the Application for Progress Payment have been completed and submitted in strict conformity with the LCP; (ii) Certified Payrolls of any Subcontractors, of any tier, (who are not required under the LCP to submit Certified Payroll Records on weekly basis) for laborers performing any portion of the Work for which a Progress Payment is requested; (iii) duly completed and executed forms of Conditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (v) if applicable, a current union statement reflecting that the Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; and (vi) a certification by the Contractor that it has continuously maintained, or caused to be maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect, or the Construction Manager prior to disbursement of the Progress Payment. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

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

8.3.4 District's Disbursement of Progress Payments.

8.3.4.1 Timely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to ninety percent (90%) of the value of the Work indicated in the Application for Progress Payment which is actually in place as of the date of the Application for Progress Payment and as verified and approved by the District's Inspector and the Architect and the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the District's receipt of all documents set forth in Article 8.3.2 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. If an Application for Progress Payment is determined not to be

proper due to the failure or refusal of the Contractor to submit documents with the Application for Progress Payment, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment shall be deemed to commence on the date that the District is actually in receipt of documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

8.3.4.2 Untimely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, in the event that the District shall determine that any Application for Progress Payment is not proper, pursuant to Article 8.3.2 above, and the District does not return such Application for Progress Payment within the seven (7) day period provided for in Article 8.3.2, the period of time for the District's disbursement of the Progress Payment on such Application for Progress Payment without incurring the interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

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

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

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

8.3.6 Materials or Equipment Not Incorporated Into the Work.

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

8.3.6.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of a

an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (a) the materials or equipment have been delivered to the Site; (b) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; and (c) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment there from. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site. The foregoing notwithstanding, the District may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the Contractor's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment provided that each and all of the following have been complied with: (a) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment which include without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; and (b) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefore. The Contractor acknowledges that the discretion to make, or not to make, payment for such materials or equipment pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for such materials or equipment shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment not at the Site, the costs and expenses incurred to comply with the requirements of (a) and (b) of this Article 8.3.6.3 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.4 Materials or Equipment in Fabrication or Transit. The provisions of this Article 8.3.6 notwithstanding, the District shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site of or other storage location.

8.3.7 Exclusions From Progress Payments. In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor, of any tier, or Material Supplier because of a dispute or any

other reason.

8.3.8 Title to Work. The Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and the Contractor has received payment from the District therefore shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.3.9 Substitute Security for Retention. In accordance with the provisions of California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the District within ten (10) days following award of the Contract to Contractor shall be deemed a waiver of such right.

8.4 Final Payment.

8.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect and the District's Inspector will promptly make a final inspection of the Work and when the Architect and the District's Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect and the District's Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi)

Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

8.4.4 Waiver of Claims. The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

8.4.5 Claims Asserted After Final Payment. Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys fees incurred by the District in connection therewith. In the event any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorneys fees incurred by District in connection therewith.

8.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or back charge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; or (viii) the Contractor's failure to perform any of its obligations under the Contract Documents or its default under the Contract Documents or its failure to

Monterey Bay Air Resources District
Roofing Repair

maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the District's Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

8.6 Payments to Subcontractors. The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7101.

8.7 Computerized Job Cost Reporting System.

8.7.1 Job Cost Reporting. The Contractor and each Subcontractor with a Subcontract valued at One Million Five Hundred Thousand Dollars (\$1.5M) or greater shall maintain a computerized job cost reporting system conforming with the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

8.7.2 Job Cost Reporting System Requirements. The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (a) providing overall cost status on a monthly and cumulative basis; (b) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (c) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

8.7.3 Job Cost System Information. Upon request of the District, the Contractor and applicable Subcontractors shall make available written job cost reports and/or provide the District with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

ARTICLE 9 CHANGES

9.1 Changes in the Work. The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly

Monterey Bay Air Resources District
Roofing Repair

commence and diligently complete any Change to the Work subject to the District's written authorization issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

9.2 Oral Order of Change in the Work. Any oral order, direction, instruction, interpretation, or determination from the District, the District's Inspector, the District's Project Manager, the Construction Manager or the Architect which in the opinion of the Contractor causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Construction Manager and the District's Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

9.3 Changes in Specifications or Plans

9.3.1 Written Authorization. The Construction Manager and/or District may, at any time, by written order authorize additions, deletions, and or other changes in the Work including, but not limited to:

- (a) Changes in the Specifications or Plans;
- (b) Changes in the sequence, method or manner of performance of the Work;
- (c) Changes in the owner-furnished facilities, equipment, materials, services or site; or
- (d) Changes directing acceleration of the Work.

9.3.2 Modification. Such modification will be in the form of a Contract Change Order or Field Order, which will set forth the Work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the Work. It is understood that said modifications shall not invalidate the Contract and may be without notice to sureties. Absence of such notice shall not relieve such sureties of any of their obligations.

9.4. Procedures and Allowable Costs on Changes.

9.4.1 Increase in the Contract Price. If the change in or addition to the Work will result in an increase in the Contract Price, the Construction Manager shall have the right to require the performance thereof in any of the following ways, at their sole election:

- (a) By agreed unit prices, if unit prices are required by the District's bid form and provided with Contractor's bid;
- (b) By proposal and acceptance of an agreed upon itemized lump sum;
- (c) On a time and materials basis.
- (d) Construction Manager's estimate of the value of the change.

9.4.2 Lump Sum Proposals. If the Construction Manager elects to have the change in the Work performed on a lump sum basis, such election will be based on a lump sum proposal that shall be submitted by the Contractor within five (5) days of the Construction Manager's request therefore. Request for a lump sum proposal shall not be deemed an election to have the Work performed on a lump sum basis. The Contractor's proposal shall be completely itemized and segregate the cost of work by labor, materials for the various components of the change, taxes, and equipment (no aggregate or lump sum total will be acceptable on any of the above) and shall be accompanied by like kind signed proposals of any subcontractors which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work. Costs of preparing the proposal shall not be compensable.

9.4.3 Actual Cost. The term "extra work" as used shall mean actual costs incurred by the Contractor and each Subcontractor regardless of tier involved, and shall be limited to the following (to the extent the Contractor demonstrates that they were actually incurred):

9.4.3.1 Straight Time Wages. Actual Straight-time wages of salaries for employees employed at the Project site, or at fabrication sites off Project site, in the direct performance of the extra work. Wages shall be based on verified prevailing wage rates for the area and job classification or verified collective bargaining agreements for the area.

9.4.3.2 Straight Time Fringe Benefits. Actual Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication site off the Project site, in the direct performance of the extra work. Benefits and Taxes shall be based on verified prevailing wage rates for area and job classification or verified collective bargaining agreements for area.

9.4.3.3 Authorized Overtime. Actual Overtime wages or salaries specifically authorized in writing by the District or Construction Manager, for employees employed at the Project site, or at fabrication sites off Project site, in the direct performance of the extra work. Wages shall be based on verified prevailing wage rates for area and job classification or verified collective bargaining agreements for area.

9.4.3.4 Authorized Overtime Fringe Benefits. Actual Overtime Fringe Benefits and Payroll Taxes specifically authorized in writing by the District or Construction Manager, for employees employed at the Project site, or at fabrication sites off Project site, in the direct performance of the extra work. Wages shall be based on

verified prevailing wage rates for area and job classification or verified collective bargaining agreements for area.

- 9.4.3.5 Materials and Consumable Items.** Itemized costs of Materials and consumable items, which are furnished and incorporated into the extra work, as approved by the District or Construction Manager. Such costs shall be charged at the lowest price available to the Contractor or its subcontractors. In no event shall such costs exceed verified competitive costs obtainable from other contractors, subcontractors, suppliers, manufacturers, and/or distributors in the area of the project site. All discounts, rebates, and refunds and all returns from sale of surplus, materials and consumable items shall accrue to the Construction Manager and Contractor shall make provisions so that they may be obtained.
- 9.4.3.6 Sales Taxes.** Sales taxes on the costs of materials and consumable items, which are incorporated into and used in the performance of the Extra Work. In no case shall the sales taxes exceed the amount required by the Project location.
- 9.4.3.7 Authorized Construction Equipment.** Rental charges for necessary construction equipment, whether owned or hired, as authorized in writing by the District or Construction Manager, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall in no case exceed the current California Department of Transportation's published equipment rental rates for the area of the Project. The charges for the equipment shall be for the actual time of use and shall not be subjected to minimum hourly charges without the approval of the Construction Manager.
- 9.4.3.8 Royalties and Permits.** Actual additional costs of royalties and permits if required due to the performance of the Extra Work.
- 9.4.3.9 Insurance Premium Costs.** The insurance premium cost of all insurance coverage required, including but not limited to general liability, auto, and workers compensation, and Bonds shall not exceed two percent (2%) of actual costs.
- 9.4.4 Extra Work Cost Exclusions.** Cost of Extra Work shall not include any of the following: (a) Superintendent(s) as identified; (b) Assistant Superintendent(s); (c) Project Engineer(s); (d) Project Manager(s); (e) Scheduler(s); (f) Estimators(s); (g) Drafting of Detailing; (h) As-builts; (i) Small tools (Replacement value that does not exceed \$800); (j) Office expenses including staff, materials and supplies; (k) On-site or off-site trailer and storage rental and expenses; (l) Site fencing; (m) Utilities including gas, electric, sewer, water, telephone, telefax and copier equipment; (n) Data processing personnel and equipment; (o) Federal, state, or local business income and franchise taxes; (p) Home office overhead and profit; (q) Costs and expenses of any kind of item not specifically and expressly included in 9.4.3 above; (r) Costs and expenses of any kind of item not specifically and expressly included in definition of Contractor Base Fee.
- 9.4.5 Contractor Fee.** The term Contractor Fee shall mean the full amount of compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to the Contractor for its own Work and the Work of all Subcontractors, for all expenses not included in the Cost of Extra Work, whether or not such costs and expenses specifically referred to in 9.4.3 above. The Contractor Fee shall not be compounded. The Contractor Fee shall be calculated on actual construction cost and not on marked-up numbers. No other overhead, profit or other amounts will be paid by the District on account of a change in the Work except as specifically provided in this section. Overhead and Profit shall be deemed to include all costs and expenses, including site overhead, which the Contractor or any of its subcontractors may incur in the performance of the change in the Work and which are not otherwise specifically recoverable by them pursuant to the Contract Documents. The

Monterey Bay Air Resources District
Roofing Repair

Contractor Fee shall be computed as follows:

- 9.4.5.1 Contractor Performed Extra Work.** Fifteen percent (15%) of the cost of that portion of the Extra Work to be performed by the Contractor with its own forces.
- 9.4.5.2 Subcontractor Performed Extra Work.** Twelve percent (12%) of the cost of that portion of the Work to be performed by a subcontractor with its own forces, plus five percent (5%) for the Contractor.
- 9.4.5.3 Sub-Subcontractor Performed Extra Work.** Twelve percent (12%) of the cost of that portion of the Work to be performed by a sub-subcontractor with its own forces, or any lower tier of the subcontractor, plus five percent (5%) for the Subcontractor, plus five percent (5%) for the Contractor.
- 9.4.6 Deleted Work.** For work to be deleted, the reduction of the Contract sum shall be computed on the basis of one of the following: (a) By agreed unit prices, if unit prices are required by the District's bid form and provided with Contractor's bid; (b) By proposal and acceptance of an agreed upon itemized lump sum; (c) On a time and materials basis; or (d) Construction Manager's estimate of the value of the change. The aggregate reduction of the Contract Price for deleted Work shall be an amount equal to the costs of the deleted Work, computed in accordance with the preceding. The Contractor agrees that it shall not be entitled to claim damages for anticipated profits on any portion of work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted for the subsequent monthly pay estimates.
- 9.4.7 Change Involving Extra Work and Deleted Work.** In the event any one Change involves both Extra Work and Deleted Work in the same portion of the Work, the Contractor Fee will not be allowed if the deductive cost exceeds the additive cost. If the additive cost exceeds the deductive cost, the Contractor Fee will be allowed only on the difference between the two.
- 9.4.8 Time / Material Requirements.** If the District and/or the Construction Manager elects to have the change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its subcontractors or sub-subcontractors, at actual costs to the entity or entities performing the change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the costs of use or rental of tools or plant). Fee shall be calculated as outlined in 9.4.5 above. No other mark-ups shall be allowed hereunder. The Contractor shall submit to the Construction Manager verified daily detailed and accurate records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and paid invoices. Tickets, to include the identification number assigned to the change in the Work, the location and description of the change in the Work, the classification of labor employed (and names and social security numbers), the material used, the equipment rented (not tools) and such other evidence of cost as the Construction Manager may require. The District and/or Construction Manager may require authentication of all time and material tickets and invoices by persons designated by the Construction Manager for such purpose. The failure of the Contractor to secure any required authentication shall, if the District and/ Construction Manger elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the District shall not constitute an acknowledgment by the District that the items thereon were reasonably required for the change in the Work. Such records and documentation shall be submitted to the Construction Manager on a daily basis.
- 9.4.6 Overhead and Profit.** No overhead and profit will be paid by the District on account of a change in the Work except as specifically provided in this section. Overhead and Profit shall be

deemed to include all costs and expenses, including site overhead and home office overhead, which the Contractor or any of its subcontractors may incur in the performance of the change in the Work and which are not otherwise specifically recoverable by them pursuant to this paragraph.

9.4.7 Claim Damages for Anticipated Profits. The Contractor agrees that it shall not be entitled to claim damages for anticipated profits on any portion of work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted for the subsequent monthly pay estimates.

9.5 Unilateral Change in or Addition to the Work. Notwithstanding the above, the District and/or the Construction Manager may direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and the parties shall proceed pursuant to the provisions of Section 9.4. In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the District and / or Construction Manager do not elect to have the change in the Work performed on a time and material basis, the District and / or the Construction shall make a unilateral determination of the reasonable cost and time to perform the change in the work, based upon their own estimates, the Contractor's submission or combination thereof. A Change Order shall be issued for the amount of costs and time determined by the District and the Construction Manager and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the District and Construction Manager within thirty (30) days of the issuance of the Change Order. The District and Construction Manager has the right to direct the Contractor in writing to perform the Change in the Work which is the subject of the Change Order. Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously.

9.6 Claims for Extra Costs

9.6.1 It is hereby mutually agreed that the Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the District, Architect or the Construction Manager, or the happening of any event, thing or occurrence, unless it shall have given the Construction Manager due written notice of potential claims hereinafter specified, provided, however, that compliance with this section shall not be a prerequisite as to matters within the scope of the provisions in Section 9.4.

9.6.2 The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The notice as above required shall be given to the Construction Manager prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the District, Architect or the Construction Manager, or in all other cases within ten (10) days after the happening of the event, thing or occurrence giving rise to the potential claim.

9.6.3 The Contractor may submit a claim to the Construction Manager concerning any matter for which a protest under Article 14.2 or a notice of potential claim is filed within sixty (60) days following the submission of said protest or notice, unless, due to the nature of the claim or the uncompleted state of the work, it is impracticable to determine the amount or the extent of the claim within such period, in which case a claim may be submitted at the earliest time thereafter that such determination can be made, but in no event later than the final release by the Contractor. The claims shall set forth clearly and in detail, for each item of additional compensation claimed, the reasons for the claim, reference to applicable provisions of the Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, and all pertinent factual data. The Contractor shall maintain complete and accurate records of the cost or any portion of the work for which additional compensation

Monterey Bay Air Resources District
Roofing Repair

is claimed, and shall provide the Construction Manager with copies thereof, as required.

- 9.6.4** The Construction Manager will, within a reasonable time after submission of the Contractor's claim, make decisions in writing on all claims of the Contractor. All such decisions of the Construction Manager shall be final unless the Contractor shall within ten (10) days after receipt of the Construction Manager's decision, file with the Construction Manager a written protest, stating clearly and in detail the basis thereof. The Construction Manager will forward such protest promptly to the District, which will issue a decision upon each such protest, and the District's decision will be final. Pending such decision, the Contractor shall proceed with its work in accordance with the determination or instructions of the Construction Manager. It is hereby agreed that the Contractor's failure to protest the Construction Managers determination or instructions, within ten (10) days from and after the Construction Managers determinations or instructions, shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.
- 9.6.5** It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract, be brought to the attention of the Construction Manager at the earliest possible time in order that such matters may be settled, if possible or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.
- 9.7 Effect on Sureties.** All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the contract bonds, and shall not reduce the sureties' liability on the bonds. The District reserves the right to require additional payment or performance bonds to secure a change order.
- 9.8 Unforeseen Site Conditions.** If this contract requires the digging of trenches or other excavations that extend deeper than four feet below the existing surface, the following provision shall apply to those trenches or excavations: In the event that any of the following described conditions is suspected to exist in the trench or excavation, the Contractor shall promptly, and before the condition is disturbed, notify the District Inspector, in writing, as per Article 4.2.3.
- 9.9 Adjustment to Contract Time.** Refer to Article 7.4.
- 9.10 Addition or Deletion of Alternate Bid Item(s).** If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.
- 9.11 Change Orders.** If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim

or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Directors approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.5, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Directors to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

9.12 Contractor Notice of Changes. If the Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Construction Manager and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Construction Manager and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.6, any such adjustment shall be determined in accordance with the provisions of Articles 9.4.1 and 9.4.2.

9.13 Disputed Changes. In the event of any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

9.14 Emergencies. In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the District or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.

9.15 Minor Changes in the Work. The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor. The Construction Manager may direct the Contractor to perform Changes provided that each such Change does not result in an increase of more than \$500.00 to the Contract Price and no adjustment of the Contract Time. The Contractor shall carry out such orders promptly.

9.16 Unauthorized Changes. Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Construction Manager and the District's Inspector in the manner and within the time set forth in Article 9.2 or 9.6 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

ARTICLE 10 SEPARATE CONTRACTORS

10.1 District's Right to Award Separate Contracts. The District reserves the right to perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

10.2 District's Coordination of Separate Contractors. The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.

10.3 Mutual Responsibility. The Contractor shall afford the District and separate contractors reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.

10.4 Discrepancies or Defects. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the District's Inspector any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an

acknowledgment that the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

ARTICLE 11 TESTS AND INSPECTIONS

11.1 Tests; Inspections; Observations.

11.1.1 Contractor's Notice. If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Project Manger and the District's Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the District's Inspector and the Construction Manager not less than two (2) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

11.1.2 Cost of Tests and Inspections. Costs for initial tests and inspection of materials shall be paid by the District. If the materials are not deemed to comply with requirements of the Contract Documents upon completion of the initial test/inspection, costs, expenses and other charges arising out of subsequent test(s)/reinspections(s) shall be borne by the Contractor; the District may deduct such costs, expenses or other charges from the Contract Price then or thereafter due the Contractor. In addition to the Contractor's responsibility for fees, costs, expenses and charges incurred or arising out of tests/reinspections, the Contractor shall be solely responsible for payment of fees, costs, expenses and charges incurred or arising out of tests/reinspections conducted at a location exceeding a fifty (50) mile radius from the Site, including without limitation, fees, costs, expenses or charges for: travel/transportation, meals and lodging.

11.1.3 Testing/Inspection Laboratory. The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. All such tests and inspections shall be in conformity with Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the District's Inspector, the Construction Manager or the Architect and not by the Contractor.

11.1.4 Additional Tests, Inspections and Approvals. If the Architect, the Construction Manager, the District's Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Architect will, upon written authorization from the District, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Architect, the Construction Manager and the District's Inspector of when and where tests and inspections are to be made so the District's Inspector and the Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by

such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the Architect's services or its consultants in connection therewith.

11.2 Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

11.3 Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 Inspection of the Work.

12.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the District's Project Manager, the Construction Manager, the Architect and the District's Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the District's Project Manager, the Construction Manager, the Architect, the District's Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

12.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the Architect and the District's Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the District's Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

12.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, the District's Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the District's Inspector, be uncovered for observation by the Architect and the District's Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.

12.3 Rejection of Work. Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the District, the Construction Manager, the Architect or the District's Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the District's Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

12.4 Correction of Work. The Contractor shall promptly correct any portion of the Work rejected by the District, the Construction Manager, the Architect or the District's Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary

Monterey Bay Air Resources District
Roofing Repair

thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

- 12.5 Removal of Non-Conforming or Defective Work.** The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are neither corrected by the Contractor nor accepted by the District.
- 12.6 Failure of Contractor to Correct Work.** If the Contractor fails to commence to correct defective or non-conforming Work within 3 days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such defective or non-conforming Work within the time fixed herein, the District may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect's services, attorneys fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs that the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall promptly pay the difference to the District.
- 12.7 Acceptance of Defective or Non-Conforming Work.** The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

ARTICLE 13 WARRANTIES

- 13.1 Workmanship and Materials.** The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect or the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.
- 13.2 Warranty Work.** If, within one year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond

Monterey Bay Air Resources District
Roofing Repair

Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

- 13.3 Guarantee.** Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.
- 13.4 Survival of Warranties.** The provisions of this Article 13 shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

ARTICLE 14 SUSPENSION OF WORK

- 14.1 District's Right to Suspend Work.** The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.
- 14.2 Adjustments to Contract Price and Contract Time.** In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

ARTICLE 15 TERMINATION

- 15.1 Termination for Cause.**
- 15.1.1 District's Right to Terminate.** The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or

receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (iv) if the Contractor disregards proper directives of the Architect, the District's Inspector or District under the Contract Documents; (vii) if the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or at law.

- 15.1.2 District's Rights Upon Termination.** In the event that the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).
- 15.1.3 Completion by the Surety.** In the event that the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefore, the District may take over the Work and prosecute it to completion as provided for above.
- 15.1.4 Assignment and Assumption of Subcontracts.** The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.
- 15.1.5 Costs of Completion.** In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including

without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and/or the Surety shall pay the difference to the District.

15.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

15.1.7 Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.

15.1.8 District's Rights Cumulative. In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

15.2 Termination for Convenience of the District. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District's convenience.

ARTICLE 16 MISCELLANEOUS

16.1 Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

16.2 Marginal Headings; Interpretation. The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.

16.3 Successors and Assigns. Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-

Monterey Bay Air Resources District
Roofing Repair

in-interest and assigns.

- 16.4 Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 16.5 Severability.** In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.
- 16.6 No Assignment by Contractor.** The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.
- 16.7 Gender and Number.** Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.
- 16.8 Independent Contractor Status.** In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District.
- 16.9 Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 16.10 Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.
- 16.11 Dispute Resolution; Arbitration.**
- 16.11.1 Claims Under \$375,000.00.** Claims between the District and the Contractor of \$375,000.00 or less shall be resolved in accordance with the procedures established in Part 3, Chapter 1, Article 1.5 of the California Public Contract Code, §20104 et seq.; provided however that California Public Contract Code §20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents. The term "claims" as used.

- 16.11.2 Arbitration.** Except as provided in Article 16.11.1, any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the AAA closest to the Site. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In the event more than one Demand for Arbitration is made by either the District or the Contractor, all such controversies shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s). The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 16.11.3 Inapplicability to Bid Bond.** The provisions of this Article 16.11 shall not be applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond; all claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.
- 16.12 Capitalized Terms.** Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.
- 16.13 Attorneys Fees.** Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

- 16.14 Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.
- 16.15 Days.** Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days. Refer also to Article 1.
- 16.16 Key Maintenance Records.** Contractor shall maintain books, records and accounts of all costs incurred in connection with the Work in accordance with generally accepted accounting principles and practices. The District and/or the Construction Manager shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions: (a) The Contract is terminated for any reason in accordance with the provisions of the Contract Documents in order to arrive at equitable termination costs; (b) in the event of a disagreement between the Contractor and the District and/or Construction Manager over the amount due the Contractor under the terms of the Contract; (c) To check or substantiate any amount invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, back charges, or others, as may be provided for in this Contract; (d) If it becomes necessary to determine the District's and Construction Manager's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the District or Construction Manager; (e) To determine any difference in cost occasioned by a permissible substitution; and/or (f) For any other reason in the District's or Construction Manager's reasonable judgment.
- 16.17 Contractor Preservation of Records; District Rights.** The Contractor, from the effective date of Final Payment or termination hereunder, shall preserve and make available to the District and Construction Manager for review, inspection, reproduction or auditing for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor (but without any charge to the District or Construction Manager), all Contractor's books, records, documents, photographs, micro-photographs, and other evidence bearing on the costs and expenses of the Contract under this Contract and relating to the work hereunder. Such preservation and right of review shall (without limitation) extend to Contractor's estimate for the Work (including all calculations and take-offs) and any budget prepared thereon.
- 16.17.1 Termination of District Access to Contractor Records.** The District's and Construction Manager's right to audit and the preservation of records shall terminate at the end of three (3) years after the date Final Payment is made or termination of the Contract. The Contractor shall include the provisions of this section in all Subcontracts issued by Contractor and shall require the same to be inserted by all Subcontractors in their respective subcontracts with lower-tier Subcontractors, for any portion of the work. Should Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure the District's and Construction Manager's rights hereunder, Contractor shall be liable to the District and Construction Manager for all costs, expenses and attorney's fees which the District and Construction Manager may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise have been available to the District and Construction Manager from said persons under this clause. Such audit may be conducted by the District, Construction Manager or any other District authorized representative.

- 16.18 Contractor Waiver of Consequential/Special Damages.** In the event of the District's breach or default of its obligations under the Contract Documents, the Contractor expressly waives any right to seek or obtain recovery of any damages in the nature of consequential or special damages.
- 16.19 Entire Agreement.** The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor. Refer also to Article 1.

END OF SECTION 00700

SECTION 008000

SPECIAL CONDITIONS

1. **Application of Special Conditions.** These Special Conditions form a part of the Contract Documents for the Work generally described as: **Monterey Bay Air Resources District – Roofing Repair.**
2. **Referenced Project Information**
 - a. None
3. **Plans and specifications provided to Contractor** (reference 00700-2.1.3)
 - a. District will provide one (1) set of plans and specifications to the Awarded Contractor
4. **Project Utilities** (reference 00700-4.3.4 & 01500)
 - a. The Contractor will not be charged for the use of electricity or water as long as the usage is reasonable in relationship to the type of work. The Contractor shall provide and pay for required telephone service. Refer to Section 01510, Temporary Utilities.
 - b. Contractor to provide temporary restroom facilities for their workers and subcontractors.
 - c. Contractor to provide temporary storage area or container to house materials and equipment left onsite during off hours in northwest corner of parking lot to not encroach on district access.
 - d. District has material storage space available in their garage for material on hand not to be accessed every day.
5. **Permits and Fees** (reference 00700-4.6.2)
 - a. Contractor responsible for all permits not specifically called out in 00700-4.6.2
6. **Prompt Submittals** (reference 00700-4.7.2.1 & 00700-7.5)
 - a. All submittals are due within 15 calendar days of Notice to Proceed – or sooner if required to meet the schedule requirements. Any submittal rejected or required to be revised and resubmitted will be considered unsubmitted, and subject to the delayed submittal penalty costs, until it is submitted complete and acceptable for review with acceptance by the reviewing party.
 - b. Delayed submittals will incur a per diem assessment of Liquidated Damages for Contractors' delayed submission of Submittals pursuant to Article 4.7.2.1 of the General Conditions is Two Hundred Fifty Dollars (\$250.00) per submittal per day until the required submittal is submitted.
7. **Hazardous Materials** (reference 00700-4.9.8 & 00700-4.17)
 - a. Contractor is to properly identify, remove, and store for District's hazardous material disposal contractor, all construction debris which is considered hazardous. This is applicable to all underground, grading, demolition. Onsite supervisor must have asbestos awareness training.
 - b. All work to comply with Cal-OSHA and relevant Local, State or Federal codes.
8. **Maintenance of Record Drawings** (reference 00700-4.10.2)
 - a. Contractor to review current as-builts with the District Construction Manager before the Contractor is paid.
9. **Payroll Records** (reference 00700-4.18.4)
 - a. Contractor to provide certified payroll with each pay application covering the previous pay period.
10. **Limitations Upon Site Activities** (reference 00700-4.21)
 - a. Contractor to comply with applicable ordinances, codes, rules and regulations, including the City of Monterey, governing the days / hours of construction activities and transportation of materials/ equipment to / from construction sites.
 - b. Contractor responsible to provide and maintain all – weather access for project.

Monterey Bay Air Resources District
Roofing Repair

11. **Contractor's Insurance.** (reference 00700-article 6)
a. Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverage with minimum coverage amounts as set forth below:

Commercial General Liability Insurance:	
• Per Occurrence	\$1,000,000
• Aggregate	\$2,000,000

Workers Compensation Insurance
In accordance with limits established by law.

Employers Liability Insurance \$1,000,000

Aircraft Liability Insurance (if applicable)

• Per Occurrence	\$5,000,000
------------------	-------------

Passenger liability with minimum limit for

• "on-hook" liability:	\$250,000
------------------------	-----------

Pollution Liability Insurance:

Hazardous Materials Operations:

• Per Occurrence / or Claim	\$5,000,000
-----------------------------	-------------

~~Include coverage for Mold if scope of work~~
~~Includes Installation of Mechanical Systems~~
~~Exterior Insulation or exterior finish systems~~

• Per Occurrence	\$1,000,000
------------------	-------------

12. **Builders Risk Insurance.** (reference 00700-6.3)
a. The Contractor shall obtain and maintain Builder's Risk Insurance conforming with the requirements of Article 6.3 of the General Conditions with coverage against losses from earthquakes/seismic activity, the Builder's Risk Insurance obtained by the Contractor shall include such coverage.

13. **Subcontractor's Insurance.** (reference 00700-6.5)
a. In accordance with Article 6.5 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverage in the following minimum coverage amounts:

Commercial General Liability Insurance:	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

Workers Compensation Insurance
In accordance with limits established by law.

Employers Liability Insurance \$1,000,000

14. **Evidence of Insurance** (reference 00700-6.5.1)
a. Contractor to provide insurance certificates which **completely** meet the contract insurance requirements prior to starting work.
b. A penalty of One Hundred (\$100.00) / per day for insurances which do not **completely** meet the contract requirements will be assessed starting 10 days from the Notice to Proceed
c. Failure to provide the required insurances may be deemed a default by the District.

Monterey Bay Air Resources District
Roofing Repair

15. **Contract Time.** (reference 00700-7.1)
The commencement date of the Contract Time of the Work shall be as set forth in the Notice to Proceed issued by the District. The Contractor shall achieve Substantial Completion of the Work **60 calendar days** after the date for commencement of the Work as set forth in the Notice to Proceed.

16. **Excusable Delays** (reference 00700-7.4.1)
a. **Rain Days.** For purposes of Article 7.4.1 of the General Conditions Rain Days expected during the Contract Time for each month of a calendar year are listed in Division 1, Section 01025.

- The Contractor's Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Rain Days set forth above; there shall be no adjustment to the Contract on account of unusually severe weather conditions resulting from rainfall during any month of the Contract Time until the actual number of Rain Days for that month exceeds the number of Rain Days set forth above for that month. Also refer to Division 1
- Excusable Delays caused by weather are non-compensable.

17. **Liquidated Damages.** (reference 00700-7.5)
a. **Delayed Substantial Completion.** The delayed Substantial Completion of the Work will result in the assessment and withholding of Liquidated Damages for each day of delayed Substantial Completion beyond the Contract Time 60 Days for Substantial Completion of the Work in accordance with the following:

<u>Substantial Completion Achieved Number of Days After Contract Time</u>	<u>Per Diem Rate of Liquidated Damages</u>
1-28	Five Hundred Dollars (\$500) per day.
29-42	One Thousand Dollars (\$1,000) per day.
43 or more	One Thousand Five Hundred (\$1,500) per day.

b. **Punch list Period** (reference 00700-7.2.3)
• Upon receiving the punchlist in writing from the District, the punch list period for correction is 30 calendar days.

18. **Application for Payment Considerations**(reference 00700-8.3)
a. The District may withhold payment to the Contractor until the Contractor has submitted certified payroll records that are acceptable to the District, for each journeyman, apprentice, worker or other person employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. The District may withhold the lesser of ten thousand dollars or ten percent of the Application for payment for any month in which the Contractor has not submitted complete, certified payroll records that are acceptable to the District. The District may withhold payments, in whole or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- Failure to provide certified payroll records acceptable to the District for each journeyman, apprentice, worker or other person employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment.
- Failure to properly pay prevailing wages as defined in Labor Code section 1720 et. Seq.
- Failure to comply with any other Labor Code requirements.
- Failure to comply with the District's Labor Compliance Program

Monterey Bay Air Resources District
Roofing Repair

19. **Additional Definitions.** (reference 00700-01)

- a. Unless otherwise expressly noted in the Contract Documents, the following terms and phrases shall be defined as indicated below:
- Owner. The term "Owner" refers to the District.
 - District's Representative. The term "District's Representative" refers to the Construction Manager.
 - Supplementary Conditions. The term "Supplementary Conditions" refers to the Special Conditions.
 - Project Inspector. The term "Project Inspector" refers to the District Inspector or Architect inspector or construction manager inspector
 - Schedule of Values. The terms Schedule of Values and Cost Breakdown are used interchangeably.

20. **Contractor Provided Protection**

- a. Contractor responsible to protect all adjacent surfaces, buildings, landscaping, vehicles, etc. from damage due to work being performed.
- b. Contractor to provide access to parking garage for employee parking through-out the project.
- c. Contractor to coordinate and block off areas in parking lots and roads in advance that will be subject to potential debris to eliminate potential damage to property or needed to access portion of the building to perform the work.
- d. Contractor to provide site logistic plan as a submittal for review and approval.
- e. Contractor to provide interior path of travel and use secondary stairwell. Elevator is not to be used. Material to be loaded/unloaded with equipment.

END OF SECTION 00800

SECTION 011000
SUMMARY OF WORK

1.1 WORK REQUIRED BY CONTRACT DOCUMENTS

A. Description:

1. The Monterey Bay Air Resources District Roofing Repair project consists of refreshing existing roofing systems. This includes removal and disposal of existing gravel and coating the existing Elasto-Deck 5000 system, fixing slope issues, installing Liquitec Reinforced Membrane Roofing application with walk pad areas as verified in the field; removal of existing light weight concrete roofing material and applying Pedestrian Traffic Coating (Dura-Walk Heavy Duty); power washing and caulking the existing metal roof; and water test rain water leaders.
2. The Contractor shall be responsible for scheduling and coordinating the work with the MBARD Staff, Representatives, and contractors on other MBARD projects working concurrent with this project. Reference paragraph 1.04 of this section.
3. The work to be done includes all labor, tools and equipment necessary to furnish and install all materials and equipment shown on the drawings and described herein and to perform tests described herein, to provide complete and operating systems to the extent specified and shown on the drawings. The Contractor shall furnish all equipment, material and supplies, except where specifically noted as existing or supplied by the District.

B. Location of Work: The District Headquarters located at 24580 Silver Cloud Court, Monterey, CA 93940

C. Limits of Work: As shown on Drawings.

1.2 SUBSTANTIAL COMPLETION

Substantial Completion shall be applicable to the entire Work.

1.3 FUTURE WORK

Reference sub section 1.4

1.4 WORK SEQUENCE OR PHASING

A. The Work shall be conducted in one phase

B. Before commencing Work submit a schedule showing the sequence, commencement and completion dates.

1.5 SITE ACCESS

A. All construction vehicles and material/equipment deliveries shall access the work area using main roads. Contractors and their workers must at all times display a parking permit provided by the owner.

B. Sequence all construction, including connections to existing utilities to preserve the following existing site access, circulation, and use adjacent to the Site (access must be paved, lighted, and uninterrupted).

1.6 CONTRACTOR'S USE OF PROJECT SITE

A. Contractor's use of the Project site for work, staging, and storage is strictly to be coordinated with the construction manager and owner.

Monterey Bay Air Resources District
Roofing Repair

- B. Coordinate use of premises under direction of the District's Representative or Construction Manager. Cooperate with the District to minimize conflict and to facilitate the District's on-going operations and activities on and about the site.
- C. Cooperate with other contractors to facilitate work to be done within Limits of Work under the Contract. Access on major roads and access right-of-way is to be shared with other contractors. All weather access is to be adequately maintained for all major roads and right-of-ways within the Project Limits of Work.
- D. Contractor shall provide and maintain all fencing, barricades, guard rails, bridges, warning signs, lights, paved paths, and the like as are necessary to protect Contractor's own personnel, MBARD staff, and outside public from the work site.
- E. Contractor shall be responsible for protection and safekeeping of products furnished under the Contract that are stored within Limits of Work.
- F. Move products stored under the Contractor's control that interfere with operations of the District.
- G. Stockpiling of materials, storage of equipment, trailers and other appurtenances related to construction operations will be limited to specific locations to be approved by the District's Representative or the District's Construction Manager in their sole reasonable discretion.
- H. Note that construction operations within drip lines of existing trees are restricted. Refer to Section 01530 for requirements.
- I. All areas within Limits of Work that do not require specific work shall be returned to the District at completion of the Project in same condition as received by the Contractor; the Contractor shall repair, replace or correct any condition within the area of the Limits of Work that are damaged, destroyed or altered during performance of the Work to the condition(s) existing immediately prior to the Contractor's commencement of Work.
- J. Disagreements between Contractor and other contractors about concurrent use of work areas or access to the site that are not resolved by the participants shall be referred to the District's Representative. Contractor shall agree to abide by the District Representative's determination as to concurrent use or priority of access and to perform its work in compliance with the District Representative's resolution at no additional cost to the District.
- K. The Limits of Work shall not be used for stockpiling or storage of materials, equipment, trailers, and other appurtenances not related to the construction operations of this Project without written approval from the District's Representative. Reference paragraph G above.
- L. All material and equipment deliveries shall be made only to the Project site. The District's receiving personnel will not accept any material and equipment for this project that is received at the District's warehouse or other facilities.

1.7 CONDUCT OF THE CONTRACTOR'S PERSONNEL

- A. The Contractor shall at all times maintain discipline among personnel employed at or having business at the Project site, including during meal and break periods. The Contractor shall act promptly to correct conduct which the District's Representative and/or The Construction Manager deems intimidating, offensive, or hostile to the District's personnel, students, and visitors; such as: whistling or staring at, calling to, or commenting on persons passing the site (whether intended as complimentary or offensive); making obscene gestures; making or displaying offensive drawings, graffiti, or photographs; making propositions or invitations for dates or sex; or making racially, sexually, or ethnically related remarks or jokes. The Contractor shall inform all new personnel of this policy.
- B. In the event that any Contractor's employee initiates such unwarranted or unwanted interaction, or utilizes profanity or offensive Language, the Contractor shall, either upon the request of the District, Construction Manager, or on its own initiative, replace the employee with another of equivalent skill, at no additional cost to the District.
- C. The Contractor shall be responsible to insure that its employees observe the District's rules on Tobacco

Monterey Bay Air Resources District
Roofing Repair

policies. The project site has been designated as a Tobacco-free zone. No Tobacco products of any kind are allowed on the Project site.

- D. The Contractor shall be responsible to insure that its employees do not bring to, possess at, or consume alcoholic beverages on or near the Project site.
- E. The Contractor shall be responsible to insure that its employees are properly attired at all times. Proper attire includes, but is not limited to, shirts, full-length pants, appropriate work shoes and boots, safety head gear, and safety eye protection. No suggestive, offensive or sexually explicit clothing shall be worn or displayed.

1.8 OCCUPANCY

The District's Occupancy: The District will occupy the building during the entire period of construction. Contractor shall cooperate fully with the District during construction operations to minimize conflicts and to facilitate the District's usage. Contractor shall perform all work so as not to interfere with the District's operations.

1.9 DISTRICT-FURNISHED ITEMS

Not Applicable.

1.10 APPLICABILITY OF ALL SECTIONS OF SPECIFICATIONS

All sections of the Specifications and Drawings are interdependent and applicable to the Project as a whole.

1.11 DIVISION OF THE SPECIFICATIONS

The Specifications are divided for convenience into sections as set forth in the Table of Contents. The actual limitation of work in the various trades and/or sections of the Specifications are the responsibility of Contractor.

1.12 START OF WORK

The Contractor shall commence Work as of the date set forth in the Notice to Proceed issued by or on behalf of the District to the Contractor. The Contract Time shall be computed from the date for commencement of Work set forth in the Notice to Proceed issued by or on behalf of the District; the Contract Time will not be extended or otherwise adjusted if the Contractor does not commence Work as of the date established in the Notice to Proceed for commencement of the Work.

1.13 SURROUNDING SITE CONDITION SURVEY

Prior to commencing the Work, Contractor, the District, and the District's Representative shall tour the Project site together to examine and record damage to existing adjacent buildings, curbs, roads, paved parking areas, and other structures and improvements. This record shall serve as a basis for determination of subsequent damage due to Contractor's operations and shall be signed by all parties making the tour. Any cracks, sags, or damage to existing adjacent buildings, curbs, roads, paved parking areas, and other structures and improvements not noted in the original survey, but subsequently discovered, shall be reported to the District's Representative.

1.14 EXAMINATION OF THE SITE AND VERIFICATION OF CONDITIONS

Contractor shall examine the site and become acquainted with the conditions under which the Work is to be carried out. Upon submitting Contractor's bid, Contractor shall be held to have made such examination, and no allowance for extras will be allowed for any error or oversight resulting from Contractor's unfamiliarity with the site or existing conditions. Contractor shall obtain accurate field dimensions of all related areas, spaces, openings, levels, and items of adjacent work and, before commencing work, report to the District, in writing, via the District's Representative, all discrepancies between the Contract Documents and the actual field conditions. Commencement of work by Contractor shall constitute acceptance of all existing conditions affecting the work.

1.15 INTENT OF THE CONTRACT DOCUMENTS

Monterey Bay Air Resources District
Roofing Repair

The intent is to provide the District with a Project that is complete in all respects as described in these Contract Documents. All Work, labor, materials, equipment, services or items necessary or reasonably required are to be provided to produce a complete and operational Project are deemed included within the Contract Price and shall be completed within the Contract Time.

1.16 ORDER OF PRECEDENCE

A. The order of precedence of the documents set forth below will be used by the District's Representative to; (1) define the intent and meaning of the Contract Documents; (2) resolve apparent inconsistencies in Submittals and Contract Documents; (3) determine the adequacy and completeness of Contractor's submittals; (4) determine the acceptability of construction; and (5) determine entitlement to extra compensation:

1. Modifications
2. The Agreement
3. Addenda
4. Special Conditions
5. Division 1, General Requirements
6. General Conditions
7. Technical Specifications
8. Drawings
9. Standard Specifications
10. Standard Drawings
11. Submittals (as favorably reviewed)

1.17 INTERPRETATION OF CONTRACT DOCUMENTS

Should Contractor find discrepancies in, or omissions from the Drawings or Specifications, or should the Contractor be in doubt as to their meaning, the Contractor shall at once notify the District's Representative in writing and should it be found that the point in question is not clearly and fully set forth, a written clarification will be issued. Neither the District's Representative nor the District will be responsible for any oral instructions.

1.18 ORAL MODIFICATIONS

It shall be distinctly understood that no oral statement of any person shall be allowed in any manner to modify any of the Contract provisions. Changes shall be made only on written authorization of the District's Representative, except in an emergency endangering life or property.

1.19 TRANSMITTAL

Any correspondence from one party to the other under the Contract shall be in writing, and shall be dated and signed by the party initiating such correspondence or by duly authorized representative of such party. Correspondence and other communications relating to the Work shall be through the Construction Manager.

1.20 CORRESPONDENCE

A correspondence memo will be prepared by the Construction Manager at the commencement of work showing routing, number of copies, and addresses of all correspondents.

B. Contractor may obtain additional sets of the Contract Documents, at an agreed to additional cost, by making prior arrangements through the District's Representative.

1.21 SPECIFICATIONS AND DRAWINGS

A. Contractor shall keep on the Project site a copy of the Contract documents, including but not limited to; Specifications, Drawings, Responses to Requests for Information (RFI), Change Orders, and the same

Monterey Bay Air Resources District
Roofing Repair

shall be available at all reasonable times for inspection and use by the District's Representative and by any other person authorized by the District's Representative. Any Drawings listed in the detail Specifications shall be regarded as a part thereof and of the Contract. Anything mentioned in these Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in these Specifications, shall be of like effect as though shown or mentioned in both.

- B. It shall be the duty of Contractor to see that the provisions of these Specifications are complied with in detail irrespective of the inspection given the work during its progress by the District's Representative or others. Any failure on the part of Contractor to strictly comply with the requirements of the contract documents, including without limitation the Specifications, will be sufficient cause for the rejection of the work at any time before its acceptance and/or constitute an event of Contractor default.
- C. The District's Representative will furnish from time to time, such detail drawings, plans, profiles, and information, as the District's Representative may consider necessary for Contractor's guidance to insure the proper and adequate execution of the Contract. Contractor shall comply with such detail drawings, plans, profiles and information without adjustment of the Contract Price or the Contract Time.
- D. Only favorably reviewed shop drawings and submittals shall be used in construction. Refer to Section 01300.

1.22 MANUFACTURER'S INSTRUCTIONS

- A. Where the contract documents state that products, processes, equipment or the like shall be installed or applied in accordance with manufacturer's instructions, directions or specifications, they shall be construed to mean that said application or installation shall be in strict accordance with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site.
- B. The manufacturer's directions do not take precedence over the Contract Drawings and Specifications. Where such directions are in conflict with the Contract Documents, Contractor shall request in writing a clarification from the District's Representative before proceeding with the work.

1.23 NOTICE AND SERVICE THEREOF

- A. Any notice to Contractor from the District's Representative relative to any part of this Contract will be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at Contractor's last given address, or delivered in person to the said Contractor or Contractor's authorized representative on the work.

1.24 MANAGEMENT

- A. Contractor shall designate in writing before starting Work, an authorized representative (Project Manager) who shall have complete authority to represent and act for Contractor. This representative shall be acceptable to the District and shall be approved by the District's Representative.
- B. Contractor shall designate in writing before starting Work, an authorized representative (Superintendent, as per General Conditions). This representative shall be acceptable to the District and shall be approved by the District's Representative. Said authorized representative shall be present or available at the site of the Work at all times while Work is actually in progress on the Contract, and during periods when Work is suspended, arrangements acceptable to the District shall be made for any emergency work that may be required.
- C. If such approval, as noted above for the Project Manager and Superintendent, shall be withdrawn by the District's Representative, Contractor shall, as soon as is practicable after having received written notice of such withdrawal, remove the representative(s) from the Project and shall not thereafter employ that person as Contractor's representative(s) on the Project. Contractor shall replace said representative(s) with another representative acceptable to the District and approved by the District's Representative as specified above.

1.25 PAYMENT FOR PATENTS AND PATENT INFRINGEMENT

All fees or claims for any patented invention, article or arrangement that may be used upon or any manner connected with the performance of the Work or any part thereof shall be included in the price bid for doing the work, and Contractor and Contractor's sureties shall protect and hold the District's Representative, and the District, together with all their officers, agents and employees, harmless against liability of any nature or kind for any and all costs, legal expenses, and demands made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or growing out of any use or alleged infringement of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the District, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, Contractor shall furnish acceptable proof to the District of a proper release from such fees or claims.

1.26 RELEASE

The acceptance by Contractor of the final payment made under the terms of the Contract shall operate as, and shall be as a release to the District, the District's Representative and their duly authorized agents, from all claim of and/or liability to Contractor for anything done or furnished for, or in relation to, the Work or for any act or neglect of the District or any person related to or affecting the Work.

1.27 CLEANING

Contractor shall clean up the Project and construction area such that the Project site is kept continuously clean. The Contractor is required to maintain at least one (1) dumpster adequately sized for general use as well as trash receptacles as necessary on the Project site. The Contractor shall dispose of all debris in accordance with Section 01100 and Section 01500.

1.28 UNAUTHORIZED INTERACTION WITH DISTRICT STAFF

Any unauthorized interaction with the District's staff, and faculty shall be documented in writing and submitted to the District's Representative within 24 hours of the interaction. Any items, conflicts, or issues raised during this interaction must be referred to the District's Representative immediately.

END OF SECTION 011000

SECTION 012000

PRICE AND PAYMENT PROCEDURES

1.01 UNIT PRICES

- A. Unit Prices quoted in the Bid Form are for additions of (and deletions of) approved items of work. All Unit Prices quoted shall be for installed, completely furnished, and operable modifications according to the Contract Documents, and shall include profit, overhead, taxes, cost of coordinating the Unit Price work with adjacent work, compensation for risk of loss or damage to the Work regardless of cause, all expenses due to delays in performance, so they are the complete price to the District. The Unit Prices shall not apply to work the Contractor elects to do for its own convenience or to correct errors committed by the Contractor.
- B. All Unit Prices shall remain in effect during construction and will be used to adjust the Contract Sum.
- C. The Contractor shall immediately notify the District's Representative when conditions indicate the probability of the need to make use of any Unit Price work.
- D. The applicability of, measurement methods for, documentation of, and the final adjustment in the Contract sum for Unit Price work shall be determined by the District's Representative.
- E. After performing Unit Price work as directed by the District's Representative, the Contractor shall take necessary measurements in the presence of the District's Inspector and shall submit calculations of the quantities to the District's Representative for approval. The Contractor shall notify the District's Inspector one (1) day in advance of taking measurements.

1.02 APPLICATION FOR PAYMENT

Make application for payments using the District's Standard form in Section 006000 as per the General Condition. Refer to Section 013300 for description of the requirements for the Schedule of Values.

1.03 CHANGE ORDER PROCEDURES

- A. The following procedures and General Conditions, Article 9, will be followed in processing Change Orders:
 - 1. The District's Representative prepares a Proposal Request for adjustment to the Contract Sum and/or adjustment to the Contract Time.
 - 2. The proposal request is sent, via email, to the Contractor.
 - 3. The Contractor shall submit, via email, a cost breakdown (cost proposal) to the District's Representative including any effect to the Contract Time. Refer to Exhibits for required form.
 - 4. If approved by the District's Representative (items involving cost additions or deductions, and Contract Time), the District's Representative will prepare a Change Order using the District's standard form and send that form, through Adobe Sign (or similar program), to the Contractor for electronic signature. Refer to Exhibits for required form.
 - 5. The form will also be routed to the District's Representative and the District for execution via electronic signature.
 - 6. After execution, a fully signed Change Order form will be distributed to all parties.
 - 7. Said Change Order shall not be valid until executed by the District and sent to the Contractor by the District Representative.

Monterey Bay Air Resources District
Roofing Repair

8. The Contractor shall not proceed with any changes or additions to the Work without written authorization from the District in the form of a Change Order or Field Order. Reference paragraph 1.04 this section.
9. If approved by the District, "priority work items" may be pursued by the Contractor upon receipt of a Field Order issued by the District to be followed up by inclusion in a Change Order.

1.04 FIELD ORDERS

- A. The following procedures will be followed in processing Field Orders:
 1. The District's Representative will request from the Contractor a quotation or price (either verbally or in writing at the District's Representative's discretion) for the work item required. The Contractor shall promptly furnish a price to the District's Representative.
 2. If the District elects to accept the quote or price given by the Contractor, the District's Representative will prepare a Field Order form (the District's standard form), and return that form to the Contractor, via email or Adobe Sign for electronic signature.
 3. The Contractor shall sign the form and send, via email or Adobe Sign, to the District's Representative for execution by the District's Representative and the District.
 4. The District's Representative will formally distribute copies of the Field Order after execution by the District.
 5. Said Field Order shall not be valid until executed by the District and a copy returned to the Contractor by the District's Representative.
- B. The following limitations apply to Field Orders:
 1. A Field Order becomes inactive when said Field Order is retired by inclusion in a Change Order.
 2. All Field Orders must be retired by inclusion in a Change Order prior to completion of the Project and prior to request for final payment by the Contractor.

1.05 PROVISIONS FOR WEATHER-RELATED DELAYS

- A. This provision specifies the procedure for determining time extensions for unusually severe weather conditions in accordance with the General Conditions. The list below defines the monthly-anticipated adverse weather conditions for the Contract period and is based upon NOAA or similar data for the geographic location of the Project.

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(8)	(6)	(6)	(4)	(1)	(0)	(0)	(0)	(1)	(2)	(4)	(6)
- B. The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the Notice to Proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather in subparagraph A, above. For purposes of subparagraph B, the term actual adverse weather days shall include days impacted by "actual adverse weather days."
 1. The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in subparagraph A, above, have occurred, the District's Representative will examine any subsequently occurring adverse weather days to determine whether the Contractor is entitled to an extension of Contract Time. These subsequently occurring adverse weather days must prevent the Work for 50 percent or more of the Contractor's workday, and delay work critical to the timely completion of the Project. Delayed work must be shown on the Contract Schedule or Schedule Update in effect at the time of the adverse weather. The District's Representative will convert any delays meeting the above requirements to calendar days and grant an extension of time as provided in Article 8 of the General Conditions.

Monterey Bay Air Resources District
Roofing Repair

- C. The Contractor's Contract Schedule must reflect the above anticipated adverse weather delays on all weather-dependent activities.
- D. The number of adverse weather days detailed in this Section shall not relieve Contractor of the responsibility to schedule and/or protect the Work in place (and stored materials) from wind and water damage.

[END OF SECTION 012000]

SECTION 012300

ALTERNATES

1.01 GENERAL

- A. This Section identifies each Alternate and describes basic changes to the Work only when that Alternate is made a part of the Work by specific provision in the Agreement. Alternates not part of the Agreement may be added to the work for a period of sixty (60) days after the date of the Agreement at the price shown in the Alternate Bid Item Proposal.
- B. The Lump Sum Base Bid and Alternates shall include the costs of all supporting elements required, so that the combination of the Lump Sum Base Bid and any Alternates shall be complete. The scope of work for all Alternates shall be in accordance with applicable Drawings and Specifications.
- C. Except as otherwise specifically noted, the work described in Alternates shall be completed with no increase in Contract Time.
- D. This Section includes only the non-technical descriptions of the Alternates. Refer to the specific Sections of Divisions 2 through 16 of the Specifications for technical descriptions of the Alternates.
- E. Coordinate related work and modify surrounding work as required to properly and completely integrate the Alternates into the Work.
- F. The Contractor shall quote prices for the Alternates listed below in the space provided therefore on the Bid Form. The Contractor shall be responsible for determining exact quantities of materials involved with the Alternates. Work for the Alternates shall be in strict accordance with the Specifications and Drawings.

1.02 BIDS REQUIRED

- A. Base Bid:
The Base Bid consists of all items indicated and/or specified in the Drawings, Specifications and/or Bid Form. The costs for Additive Alternates will be added to the Base Bid, and the costs for Deductive Alternates will be subtracted from the Base Bid.

1.03 DESCRIPTION OF ALTERNATES

- A. Add Alternate #1: Remove existing coping caps and replace with new painting (match existing) coping caps.
Add Alternate #2: Application of the Pedestrian Traffic Coatings at deck area on 2nd floor,
Add Alternate #3: Application of the Pedestrian Traffic Coatings at the patios at the 2nd and 3rd floors.

END OF SECTION 012300

This page intentionally left blank.

SECTION 12613

INFORMATION AND PROCEDURES INSTRUCTIONS (RFI)

1.1 GENERAL

This Section contains the procedures to be followed by the Contractor upon discovery of any apparent conflicts, omissions, or errors in the Contract Documents or upon having any question concerning interpretation.

1.2 PROCEDURES

A. Notification by Contractor.

1. Submit all requests for clarification or additional information in writing to the District's Representative using a Request for Information (RFI) form as acceptable to the District's Representative.
2. Number RFIs sequentially. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be "001." the second RFI would be "002." The first re-submittal of RFI "002" would be "002R."
3. Limit each RFI to one (1) subject.
4. Submit a RFI if one of the following conditions occur:
 - a. The Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
 - b. The Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or cannot be reasonably inferred from the intent of the Contract Documents.
 - c. The Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.
5. RFIs will not be recognized or accepted if, in the opinion of the District's Representative, one of the following conditions exists:
 - a. The Contractor submits the RFI as a request for substitution.
 - b. The Contractor submits the RFI as a submittal.
 - c. The Contractor submits the RFI under the pretense of a Contract Documents discrepancy or omission without thorough review of the Contract Documents.
 - d. The Contractor submits the RFI in a manner that suggest that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.
 - e. The Contractor submits an RFI in an untimely manner without proper coordination and scheduling of Work of related trades.

Monterey Bay Air Resources District
Roofing Repair

6. Ask for any clarification or request for information immediately upon discovery. Submit RFIs in a reasonable time frame so as not to affect the Contract Schedule while allowing the full response time described below.

1.3 RESPONSE TIME

- A. The District's Representative, whose decision will be final and conclusive, shall resolve such questions and issue instructions to the Contractor within a reasonable time frame. In most cases, RFIs will receive a response within 10 working days. In some cases this time may need to be lengthened for complex issues, or shortened for emergency situations, as mutually agreed in writing.
- B. Should the Contractor proceed with the Work affected before receipt of a response from the District's Representative, within the response time described above, any portion of the Work which is not done in accordance with the District's Representative's interpretations, clarifications, instructions, or decisions is subject to removal or replacement and the Contractor shall be responsible for all resultant losses.
- C. Failure to Agree.
 1. In the event of failure to agree as to the scope of the Contract requirements, the Contractor shall follow procedures set forth in the General Conditions.

END OF SECTION 12613

SECTION 13119
PROJECT MEETINGS

1.01 PRECONSTRUCTION CONFERENCE

- A. Prior to mobilization or the commencement of any work on the Project site, and not later than 14 days after issuance of the Notice to Proceed, a pre-construction conference will be scheduled. The pre-construction conference will be conducted by the District's Representative to discuss timing procedures for smooth job progress, items requiring clarification, distribution of documents and correspondence with the District and the District's Representative, and other procedures which are to be followed during performance of the Work.
- B. Location: On the Project site, as designated by the District's Representative.
- C. Attending shall be:
 - 1. The District.
 - 2. The District's Representative.
 - 3. The Architect and the Architect's Consultants, as appropriate.
 - 4. Contractor.
 - 5. Contractor's Project Manager.
 - 6. Contractor's Superintendent.
 - 7. Subcontractors, as appropriate.
 - 8. Others, as appropriate.
- D. Suggested Agenda:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected construction schedules.
 - 2. Critical work sequencing.
 - 3. Major equipment deliveries and priorities.
 - 4. Project coordination.
 - 5. Designation of responsible personnel.
 - 6. Procedures and processing of:
 - a. Field decisions.
 - b. Submittals.
 - c. Modifications (Change Orders and Field Orders).
 - d. Proposal Requests, Cost Proposals, Supplemental Information, Requests for Information (RFI).
 - e. Applications for Payment.

Monterey Bay Air Resources District
Roofing Repair

7. Adequacy of distribution of Contract Documents.
8. Procedures for maintaining Record Documents.
9. Use of premises for:
 - a. Office, work, and storage areas.
 - b. The District's Representative's requirements.
10. Construction facilities, controls, and aids.
11. Temporary utilities.
12. Tree protection procedures.
13. Erosion control.
14. The District's Operations and Maintenance Department concerns.
15. Housekeeping procedures.
16. Insurance requirements.
17. Wage and hour compliance.
18. Conducting work in operating facility
19. Noise control.
20. Other subjects as appropriate.

1.02 PROGRESS MEETING

- A. During the course of construction, progress meetings will be held to discuss and resolve field problems. The District's Representative shall schedule and administer weekly progress meetings and specially called meetings throughout progress of the Work.
 1. The District's Representative shall:
 - a. Prepare agenda for meetings.
 - b. Make physical arrangements for meetings.
 - c. Preside at meetings.
 - d. Record minutes, including significant proceedings and decisions. Items not concluded will be retained on the agenda and in the minutes until conclusion is recorded in subsequent minutes. Format of the minutes shall be as mutually agreed upon by the Contractor and the District's Representative.
 - e. Reproduce and distribute copies of minutes within four (4) working days after each meeting to participants in meeting and to parties affected by decisions made at meeting.
 - f. Attendees taking exception to items contained in the minutes shall state their objections, in writing, within one (1) working day prior to the next scheduled meeting.
 2. Representatives of Contractor, subcontractors and suppliers attending meeting shall be qualified and authorized to act on behalf of entity each represents.

Monterey Bay Air Resources District
Roofing Repair

- B. The weekly time and day of job meetings shall be mutually agreed upon by all parties concerned and once determined the job meeting shall be held every week on the same day and at the same time.
- C. Location: As designated by the District's Representative.
- D. Attending shall be:
 - 1. The District.
 - 2. The District's Representative.
 - 3. The Architect and the Architect's Consultants, as appropriate.
 - 4. Contractor.
 - 5. Contractor's Superintendent and Project Manager.
 - 6. Subcontractors, as appropriate.
 - 7. Others, as appropriate.

1.03 BILLING MEETING

- A. The Contractor shall conduct the billing meeting each month prior to submittal of the Application For Payment. During this meeting the percentage of completing will be discussed.
- B. Location: As designated by the District's Representative.
- C. Attending shall be:
 - 1. The District's Representative.
 - 2. The District.
 - 3. The Architect and the Architect's Consultants, as appropriate.
 - 4. Contractor.
 - 5. Contractor's Project Manager.

1.04 OTHER MEETINGS AND PRE-INSTALLATION CONFERENCES (AS REQUIRED IN OTHER SECTIONS OF THE SPECIFICATIONS)

- A. The Contractor shall conduct the pre-installation meeting as required in other Sections of the specifications. These meetings are to insure coordination and installation of components are completed in accordance with the Contract documents.
- B. Location: As designated by the District's Representative.
- C. Attending shall be:
 - 1. The District's Representative.
 - 2. The Architect and the Architect's Consultants, as appropriate.
 - 3. The Inspector of Record.
 - 4. Contractor.
 - 5. Contractor's Project Manager.
 - 6. Contractor's Superintendent.
 - 7. Other subcontractors, installers, suppliers, and manufacturers, as specified.

1.05 GUARANTEES, BONDS, AND SERVICE AND MAINTENANCE CONTRACTS REVIEW MEETING

- A. Eleven (11) months following the date of Substantial Completion, the District shall conduct a meeting for

Monterey Bay Air Resources District
Roofing Repair

the purpose of reviewing the guarantees, bonds, and service and maintenance contracts for materials and equipment.

- B. Attending shall be:
1. The District.
 2. The District's Representative.
 3. The Architect and the Architect's Consultants, as appropriate.
 4. Contractor.
 5. Subcontractors, as appropriate.
 6. Others, as appropriate.

END OF SECTION 13119

SECTION 13300

SUBMITTALS

1.01 TIMELY SUBMITTAL

- A. The Contractor shall have submitted the following data as required in these Specifications before request is made for first progress payment. Submittal of the following data shall be regarded as an essential part of the construction operation that is required before any progress payment will be made.
1. Schedule of Values (Cost Breakdown) as specified herein and in the General Conditions.
 2. Bill of Materials, which shall itemize the quantity of all materials for the Project correlated with each item in the cost breakdown.
 3. Schedule of submittals as specified herein.
 4. List of materials as specified herein.
 5. Construction Schedule.
 6. Proposed substitutions.
- B. Contractor may expect submittal turnaround in ten (10) working days for most submittals. Some submittals may take longer than ten (10) working days depending on the volume and complexity of the submittals.

1.02 PROGRESS REPORTS

- A. Daily Reports: The Contractor shall prepare a Daily Report for every working day giving brief particulars of work accomplished, number of workers employed for each trade, and weather conditions.
- B. Distribution: One (1) copy of the Daily Report shall be emailed to the District's Representative no later than one day after the day covered by the report. One copy shall be delivered to the District's Inspector no later than 8:15 a.m. on the day after the day covered by the report. The Contractor's delivery of complete and accurate daily reports on a daily basis is a material obligation of the Contractor under the Contract Documents.

1.03 SCHEDULE OF VALUES

- A. Provide cost breakdown of the Contract Price, itemizing estimated cost of each class of Work
- B. Include line item amounts for mobilization, bonds and insurance. Mobilization shall be limited to one percent of the total contract amount.
- C. An amount equal to one percent of the total contract amount shall be designated for punch list work. Values will be assigned to individual punch list items as the punch list is compiled. If the aggregate value of these items is less than the one percent designated for this work, the difference will be included in the next payment to the Contractor.
- D. An amount equal to one percent of the total contract amount shall be assigned to the Contract Closeout items specified in Section 01700.

1.04 SCHEDULE AND FORM OF SUBMITTALS

- A. Schedule: Within ten (10) days after the date of commencement specified in the Notice to Proceed, submit schedule of submittals required under Divisions 1 through 16. Schedule shall list submittals and indicate date submittal will be made.

Monterey Bay Air Resources District
Roofing Repair

- B. Form:
 - 1. Number each submittal beginning with the applicable 5-digit specification section followed by a 3-digit number ie: 001, 002, etc., representing the order in which the submittals were submitted. . Re-submittals shall use original submittal number followed by "R." For additional re-submittals, use the original submittal number followed by "R2," "R3," etc.
 - 2. Refer to Section 01340 for specific requirements.

1.05 LIST OF MATERIALS

- A. Within ten (10) days after the date of commencement specified in the Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name and model number of each product. Indicate products that require long lead-time and length of lead-time. Long lead-time items which can impact the schedule shall be included in the Preliminary Schedule as well as the Procurement Schedule. Refer to Section 01310.
- B. Where product proposed for use qualifies as substitution, indicate so. Refer to Section 01630 which defines rules governing substituting for specified products.
- C. For every material used on the Project site, a Material Safety Data Sheet (MSDS) shall be included with each submittal.

1.06 PROGRESS SCHEDULES

- A. Initial baseline schedule for review and approval by district representative.
- B. Monthly schedule updates submitted with Pay App/ Invoice

END OF SECTION 13300

SECTION 013323

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

1.01 REQUIREMENTS INCLUDED

- A. All Shop Drawings, Product Data, and Samples, other than in connection with proposed substitutions, shall be submitted to the District's Representative only when specifically required; and the District's Representative will not review any other such submittals. Product Data and Samples for proposed substitutions shall be submitted to the District's Representative in accordance with Section 01630. Contractor shall be responsible for obtaining such copies of Shop Drawings, Product Data, and Samples as it may require for its own use.
- B. All Shop Drawings and Supporting Data, Catalogs, and Schedules shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Drawings and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed they shall be marked clearly to show what portions of the data are applicable to this Project.
- C. All Shop Drawings and Supporting Data, Catalogs, and Schedules shall be submitted as the instruments of the Contractor who shall be responsible for their accuracy and completeness. The Contractor, subcontractors, or suppliers may prepare these submittals, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space and access conditions at the point of installation. The Contractor shall check all submittals before submitting them to the District's Representative and shall state that the Contractor has done so in the Contractor's letter (or form) of transmittal.
- D. No partial submittal shall be accepted.

1.02 RELATED REQUIREMENTS

- A. Definitions:
 - 1. The terms "Shop Drawings" and "Product Data" as used herein, also include, but are not limited to, fabrication, erection, layout and setting drawings, manufacturers' standard drawings, descriptive literature, catalogs, brochures, performance and test data, wiring and control diagrams, all other Drawings and description data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and the positions thereof conform to the Contract Documents.
 - 2. As used herein, the term "manufactured" applies to standard units usually mass-produced. The term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining Work, and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
- B. Manufacturers' Instructions: Where any item of work is required by the Contract Documents to be furnished, installed, or performed in accordance with a specified product manufacturer's instructions, Contractor shall procure and distribute the necessary copies of such instructions to the District's Representative and all other concerned parties; and Contractor shall furnish, install, or perform the Work in strict accordance therewith.
- C. The District's Representative will normally process submittals within ten (10) working days of receipt.
- D. Submittal Schedule:
 - 1. A schedule for submission of Shop Drawings, Product Data, and Samples by Contractor (the "Submittal Schedule"), and their processing and return by the District's Representative, shall be

Monterey Air Resource Control District
Roofing Repair

agreed upon by both parties in order that the items covered by these submittals will be available when needed by the construction process and so that each party can plan its workload in an orderly manner.

2. Contractor shall prepare the Submittal Schedule as per the Submittal Schedule outlined in Section 01300 and coordinate it with the Contract Schedule. No submittals will be processed before the Submittal Schedule has been submitted to and accepted by the District's Representative, except in such cases where the processing of submittals is required before the acceptance of the Submittal Schedule.
3. In preparing the Submittal Schedule, Contractor must first determine from the Contract Schedule the date the particular item is needed for the work. Working backwards, Contractor will add the required number of days for shipment, time for fabrication, and similar items to determine the date of the first submittal.
4. The Submittal Schedule shall be adjusted to meet the needs of the construction process and the Contract Schedule. Submit three (3) copies of the Submittal Schedule after it is completed and each time it is updated by Contractor.

1.03 SHOP DRAWINGS

- A. Present information required on Shop Drawings in a clear and thorough manner. Identify details by reference to drawing and detail, schedule, or room numbers shown and specified.
- B. The Contractor shall submit, at the Contractor's expense, Design and Shop Drawings, Product Data, and details of all construction, fabrications, equipment, installation, and other appurtenances for the District's Representative's review before such items shall be manufactured or used in the work.
- C. Supplemental specific requirements for Shop Drawings and details are contained in the applicable technical sections of the Specifications. The amount of reviewed copies of Shop Drawings and details submitted to the District's Representative will be returned as described in paragraph 1.07. The Shop Drawings and details will be returned with the actions as defined in paragraph 1.08.

1.04 PRODUCT DATA

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

1.05 SAMPLES

- A. Office Samples shall be of sufficient size and quality to clearly illustrate the following:
 1. Functional characteristics of the products, with integrally related parts and attachment devices.
 2. Full ranges of color, texture, and pattern.

1.06 CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Prior to submittal, the Contractor shall check submittals thoroughly to ascertain that they comply in detail with the Contract Documents.

Monterey Air Resource Control District
Roofing Repair

- B. Review, mark up as appropriate, and stamp Shop Drawings, Product Data, and Samples prior to submission. Submittals shall clearly show that the Contractor has clearly reviewed them for conformance with the requirements of the Contract Documents and for coordination with other Sections.
- C. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction criteria.
 - 3. Catalog numbers and similar data.
 - 4. Conformance with Contract Documents.
- D. The Contractor shall stamp the submittal that the above has been complied with, that stamp containing the Contractor's firm's name, date, and approval noted. Submittals received from the Contractor without this stamp will be returned disapproved.
- E. All Drawings that are submitted shall be 8-1/2 inches x 11 inches (8-1/2" x 11"), 11 inches x 17 inches (11" x 17"), or the same size as the Contract Drawings.
- F. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- G. Notify the District's Representative in writing, at time of submission, of any changes in the submittals from requirements of the Contract Documents.
 - 1. Substitutions will only be acceptable in accordance with the provisions of Section 01630, "Product Options and Substitutions."
- H. Begin no fabrication or work which requires submittals until the return of the District's Representative's final reviewed submittals.

1.07 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with the Submittal Schedule and in such sequence as to cause no delay in the Work.
- B. Number of Submittals Required:
 - 1. Typically: The Contractor shall submit the number of copies which are required for its use and for subcontractor's use plus four (4) copies which will be retained by the District's Representative (for Architect, District's Project Site File, Construction Manager's file, and Inspector of Record's file).
 - 2. Shop Drawings: Submit one (1) reproducible transparency and four (4) opaque reproductions of each Drawing. After checking, the District's Representative will make prints for itself, the District, and their consultants and then return the reproducible copy to Contractor.

Contractor may make prints as it requires for its use and for Subcontractors' use. The Contractor will be billed monthly for reproduction costs incurred for each submission beyond the second submission of data and drawings. Refer to Section 013323 for the District's Representative's review of submittals.
 - 3. Product Data and Non-Reproducible Submittals: Submit the number of copies which are required for use by the Contractor, plus four (4) copies which will be retained by the District and the District's Representative.
 - 4. Samples: Submit the number specified in the Section that requires them. If the number is not specified in the Section, provide four (4) samples.
- C. Submittals shall contain:
 - 1. Complete index with the following information:
 - a. Project title and Contract identification
 - b. Date of submission and dates of any previous submissions. If re-submittal, reference original submittal number and date.

Monterey Air Resource Control District
Roofing Repair

- c. Submittal number, consecutively ordered.
 - d. Contractor's identification.
 - e. The names of:
 - i. Subcontractor.
 - ii. Supplier.
 - iii. Manufacturer.
2. Identification of the product, with the Specification Section number, title, paragraph and page number or drawing reference where applicable.
 3. Field dimensions, clearly identified as such.
 4. Item number within each individual submittal.
 5. Reference alternate, addendum or change order number as applicable.
 6. Relation to adjacent or critical features of the Work or materials.
 7. Reference standards, such as ASTM or Federal Specification numbers.
 8. Identification of changes from requirements of the Contract Documents.
 9. Identification of revisions on re-submittals.
 10. An 8 inch x 3 inch (8" x 3") blank space for review stamps.
 11. Contractor's stamp, initialed or signed, certifying to the review of the submittal; verification of materials and field measurements and conditions; coordination with related requirements; and compliance of the information within the submittal with requirements of the Work and of the Contract Documents.
 12. State clearly where submittal is substitution or otherwise deviates from the Contract Documents; include justification for substitution or other deviation.
 - a. Substitutions will only be acceptable in accordance with the provisions of Section 01630, "Product Options and Substitutions."
 13. Nomenclature, legend, symbols and abbreviations used in submittals shall be same as used in Contract Documents.
- D. Resubmission Requirements:
1. Shop Drawings and Product Data:
 - a. Revise Shop Drawings or Product Data and resubmit as specified for the initial submittal.
 - b. Identify any changes that have been made other than those requested.
 - c. Note any departures from the Contract Documents or changes in previously reviewed submittals that were not commented upon by the District's Representative.
 2. Samples: Submit new Samples as required for initial submittal.
- E. Distribution:
1. Reproduce and distribute copies of Shop Drawings and Product Data, which carry the District's Representative review stamp, to the following locations:
 - a. Contractor's Project site file.

- b. Record documents file maintained by Contractor
 - c. Subcontractors
 - d. Supplier or manufacturer
2. Distribute Samples that carry the District's Representative review stamp as directed.

1.08 THE DISTRICT'S REPRESENTATIVE REVIEW OF SUBMITTALS

- A. After review of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows (also refer to Article 4.7.3 of the General Conditions):
1. **No Exceptions Taken**
 2. **Implement Exceptions Noted**
 3. **Revise and Resubmit** (or **Note Markings**, or **Comment Attached**, or **Confirm Markings**, or **Resubmit**, must be revised and resubmitted)
 4. **Rejected**
 5. "This review is for general conformance with the design concept and with the Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Project plans and specifications, or as authorizing departures therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, and/or selecting fabrication processes, for techniques of assembly, and for performing the work in a safe manner."
- B. Review completed by the District's Representative will not constitute acceptance by the District's Representative of any responsibility for the accuracy, coordination and completeness of the Shop Drawings or the items of equipment represented on the Drawings. Accuracy, coordination, and completeness of Shop Drawings shall be the sole responsibility of the Contractor, including responsibility to back check comments, corrections, and modifications from the District's Representative review before fabrication. Acceptance of Shop Drawings does not constitute a Change Order to the specification requirements.
- C. It is considered reasonable that the Contractor shall make a complete and acceptable submission to the District's Representative at least by the second submission of data and drawings. The District reserves the right to charge the Contractor and withhold payment due the Contractor to cover additional costs of the District's Representative review beyond the second submission.
- D. The District's Representative will review the Contractor's submittals, such as Shop Drawings, Product Data, and Samples, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performances of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.

END OF SECTION 013323

This page intentionally left blank.

SECTION 013500

SPECIAL PROJECT PROCEDURES

1.01 AIR QUALITY (reference CEQA requirements)

- A. In an effort to control dust during grading, excavation and construction activities, the Contractor shall comply with the following Monterey Bay Air Resources District (MBARD) dust control measures:
1. Water all active construction areas at least twice daily, or as required to control dust;
 2. Cover all trucks hauling dirt, sand, or loose material or require all trucks to maintain at least two feet of freeboard;
 3. Sweep streets daily if visible soil material is carried out from the construction site;
 4. Apply (non-toxic) chemical soil stabilizers on all unpaved access roads, parking areas and staging areas as well as on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days);
 5. Apply (non-toxic) binders to exposed areas after cut and fill operation and hydroseed area;
 6. Cover inactive storage piles;
 7. Limit traffic speed on unpaved roads to 15 mph;
 8. Plant vegetative ground cover in disturbed areas as soon as possible.
- B. All pre-1994 model year and older diesel equipment shall be retrofitted with EPA-certified diesel oxidation catalyst filters. Contractor shall maintain records of all purchases of diesel oxidation catalyst filters or biodiesel fuel until construction is complete. The Monterey Bay Air Resources District (MBARD) shall have the right to inspect all construction and demolition equipment, as well as the Contractor's records at any time during demolition and construction.
- C. The Contractor shall be responsible for obtaining permits, if required from MBARD.
- D. Refer to Section 01500 for dust palliative requirements.

1.02 NOISE REDUCTION

- A. The Contractor shall comply with the following noise reduction measures:
1. Limit construction activity to weekdays between 7 AM and 7 PM and Saturdays and holidays between 9 AM and 7 PM, with no construction on Sundays;
 2. Locate all diesel-powered equipment more than 115 feet from any residence if the equipment is to operate for more than several hours per day;
 3. All equipment shall be in good mechanical condition so as to minimize noise created by faulty or poorly maintained engine, drive train, and other components;
 4. All equipment with internal combustion engines shall be equipped with a type of muffled recommended by the vehicle manufacturer;
 5. Dirt berm and stockpile materials whenever possible to help reduce noise to adjacent residences;

Monterey Bay Air Resources District
Roofing Repair

6. The following equipment should be considered to minimize noise in the surrounding area:
 - Earth Removal: Use scrapers as much as possible for earth removal rather than the noisier loaders and hauling trucks;
 - Backfilling: Use a backhoe for backfilling, as it is less costly and quieter than either dozers or loaders;
 - Ground Preparation: Use a motor grader rather than a bulldozer for final grading.
 - Building Construction: Power saws should be shielded or enclosed where practical to decrease noise emissions. Nail guns should be used where possible as they are less noisy than manual hammering.
- B. Refer to Section 01041 and 01500 for noise control and abatement.

1.03 TREE PRESERVATION

- A. Any conflicts between tree protection areas, or designated environmentally sensitive areas, with the geotechnical report or work by others shall be brought immediately to the attention of the District's Representative and Construction Manager.
- B. Preservation and maintenance of trees not designated for removal is essential to the successful completion of the Work. Refer to Section 01530 for requirements for tree protection, identification of trees to be removed, and compensation for loss of trees not designated for removal.
- C. All trees and other plant materials on the site or on an adjacent property, except those indicated to be removed shall be protected from all injury. Contractor shall take all necessary precautions to preserve the trees. Refer to requirements of Section 01530.
 1. For trees less than 12 inches in diameter, wrap trunks with protective materials
 2. For trees 12 inches in diameter or greater, install protective fencing .50 – .75 feet from the trunk per inch trunk diameter; work within the protected area shall be overseen by a qualified arborist or biologist.
 3. Bridge or tunnel under roots greater than four inches in diameter where exposed. Smaller roots shall be cut by manually digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment. Any roots damaged during grading or excavation shall be exposed to sound tissue and cut cleanly.
- D. No stockpiling, temporary building, or any other temporary obstruction shall be located within the drip line (outside edge of tree branching) of any existing tree that is to remain.
- E. No pruning of trees shall be done, except by specific instructions and approval of the District's Representative.
 1. Advance written notice shall be given to the District's Representative if roots of a diameter greater than 1 inch must be cut.
 2. Roots shall be cut by hand pruning, not heavy machinery. They shall be cut cleanly. Exposed roots shall be covered and kept moist by dampened burlap until they are covered by soil.
- F. Soil within the spread of the tree branches shall not be disturbed. Avoid soil compaction, parking of vehicles or heavy equipment, stockpiling of construction materials, and / or dumping of material under the drip line of trees.
- G. Preservation and maintenance of all areas around existing trees are of utmost importance. Erosion or construction-related disturbances of any of these areas is strictly prohibited, and all measures within the Contract Documents that pertain to protection of these adjacent areas shall be strictly enforced.

Monterey Bay Air Resources District
Roofing Repair

H. Refer also to Section 01530.

1.04 Spill abatement and Erosion control

- A. Grading is not allowed within 50 feet of the high water mark of streams on campus. If disturbance is required, obtain a Section 404 permit from the District who will obtain the required permit from the USACE and California Dept of Fish and Game.
- B. Prepare a spill abatement plan and arrange for a pre construction worker orientation meeting to discuss the spill management plan. Workers shall be informed of the importance of preventing spills, and of the appropriate measures to take should a spill occur. The materials necessary for the initial response to a spill shall be kept at an easily accessible location on the project site. The erosion plan should include but not be limited to the following Best Management Practices.
 - a. Temporary mulching, seeding or other suitable stabilization measures to protect exposed erodible area during construction
 - b. Earth or paved interceptors and diversions installed at the top of cut or fill slopes where there is a potential for erosive surface runoff.
 - c. Erosion and sediment control devices for all grading and filling. Control devices and measures could include, but are not limited to energy absorbing structures or devices to reduce the velocity of runoff water.
 - d. Within thirty days after completion of grading, all surfaces disturbed by vegetative removal, grading, or other construction activity that alters vegetative cover, should be revegetated to control erosion, unless covered with impervious or other improved surfaces authorized by approved plans. Erosion controls may include any combination of mechanical or vegetative measure, including but not limited to those described in USDA Soil Conservation Service Bulletin 347.
- C. Contractor shall prepare and file a Notice of Intent (NOI) to the RWQCB prior to grading activities. Contractor shall propose and implement control measures that are consistent with the State construction Storm Water general Permit and with recommendation and policies of the local agency and the Regional Water Quality control Board. The Contractor shall provide an acceptable SWPP which incorporates storm water Best Management Practices to control runoff, erosion and sedimentation from the site. The SWPP is intended to include the following objectives.
 - a. To help identify the sources of sediments and other pollutants that affect the quality of storm water discharges and
 - b. To describe and ensure the implementation of practices to reduce sediment and other pollutants in storm water discharges.
- D. The SWPP must include Best Management Practices, which address source reduction and, if necessary shall include practices, which require treatment. The SWPP should be consistent with the terms of the State Construction Storm Water General Permit, policies and recommendation of the local urban runoff program (city and / or county) and recommendation of the Regional Water Control Board.
- E. Refer to section 01560 'Erosion Control' for further information.

1.05 HAZARDOUS MATERIAL SPILL PREVENTION

- A. General
 - 1. All hazardous materials shall be stored so that they are protected from inclement weather and vandalism.
 - 2. Motor vehicles shall not be fueled on the Project site.

Monterey Bay Air Resources District
Roofing Repair

3. Spill containment measures must be made prior to fueling when fueling equipment other than motor vehicles.
4. Vehicle maintenance, other than emergency repairs, shall not be performed on the Project site.
5. The Contractor shall maintain all emergency spill containment supplies.
6. See Section 01300, 1.07, for the requirements for Material Safety Data Sheets (MSDS).

B. Spill Reporting

1. Any spill or discharge of a liquid hazardous substance used on the Project site (paint, solvent, petroleum product, etc.) shall be reported as follows:
2. Spills greater than one quart shall be immediately reported to the District's Representative and the District's Project Inspector.
3. Spills greater than five gallons shall be immediately and simultaneously reported to the District's Representative and the District's Project Inspector.
4. Any spill or discharge of a quantity (or character) of material that is considered to be an emergency shall be immediately reported first by dialing 911 to activate the appropriate emergency response, and next reported to the District's Representative and the District's Project Inspector.

C. Spill Response

1. Spills shall be diked or contained by trained personnel to prevent the spilled hazardous material from entering the storm water system or leaving the Project site.
2. Spills of less than five (5) gallons shall be absorbed using an appropriate material. All contaminated materials shall be containerized and removed from Campus in an acceptable manner.
3. Spills in excess of five (5) gallons shall be absorbed using an appropriate material and placed in containers under the direction of Emergency Response personnel.
4. Any contaminated soil shall be removed by the Contractor and replaced with acceptable fresh soil.
5. Appropriately trained personnel shall respond utilizing safe practices.

1.06 REMOVAL AND DISPOSAL OF WASTE MATERIALS

- A. Solid Waste: All refuse and debris, combustible and non-combustible, resulting from the process of clearing, demolition and construction, shall be removed from the District's property and disposed of at a legal refuse site. Contractor shall not make use of any refuse container belonging to the District.
- B. Toxic Liquid Waste: Solvents, oils and any other material which may be harmful to plant life shall be disposed of in containers and removed from the District's property. At the completion of the work, any contaminated soil shall be removed as directed by the District's Representative and replaced with acceptable fresh soil by Contractor at no expense to the District.
- C. Hauling: Hauling over public streets and campus roads shall be done only with vehicles and loads that are normally permitted on State highways. "Off road" type hauling equipment and illegal State loads will not be permitted.

1.07 HAZARDOUS MATERIALS PROCEDURES

- A. Prior to demolition and / or renovation activities, the contractor shall apply for a demolition permit from the Monterey Bay Air Resources District (MBARD). The Contractor shall comply with MBARD National Emission Standards for Hazardous Air Pollutants policies and regulation for removal and disposal of contaminated material.
- B. During demolition and renovation activities, sheeting or other suitable barriers shall be used to limit release and dispersal of particulate matter in the air. Refuse building material shall be transferred to sealed containers or covered truck beds for transport to prevent blowing or spillage of materials.
- C. Any renovation activities requiring lead stripping and lead based paint debris shall be cleaned up and disposed of by properly trained and protected personnel and a licensed Contractor
- D. Except as otherwise specified, in the event Contractor encounters on the Project site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or other hazardous materials which have not been rendered harmless, Contractor shall immediately stop work in the area affected and report the condition to the District via the District's Representative in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos, PCB, or other hazardous materials and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos, PCB, or other hazardous materials, or when such materials have been rendered harmless.

1.08 ARCHAEOLOGICAL REQUIREMENTS

- A. The District knows of no prehistoric cultural deposits on the Project site, however, if any indicators of the presence of prehistoric cultural deposits are discovered during construction, earth-disturbing work will be halted in an area with a radius of 150 feet (50 meters) around the suspected prehistoric deposits. Notify the District's Representative immediately. The District's Representative will consult with an archaeologist in accordance with applicable laws and regulations. If deemed appropriate, The District will conduct data and artifact recovery during the period when construction work is halted.
- B. The District knows of no human remains on the Project site, however, if any human remains are discovered during construction, earth-disturbing work will be halted in an area with a radius of 150 feet (50 meters) around the human remains. Notify the District's Representative in writing immediately. The District's Representative will inform and consult with an appropriate representative of Native American Indian groups and the County Coroner, as required by state law. Work is to stop until authorization to proceed is given

1.09 PUBLICITY RELEASES

Contractor shall not release any information, story, photograph, plan or drawing relating to the Project to anyone, including the press or other public communications media, except as submitted and approved for release by the appropriate public relations authority of the District.

END OF SECTION 013500

This page intentionally left blank.

SECTION 014000

REGULATORY REQUIREMENTS

1.01 GENERAL

- A. The Work shall be performed in accordance with applicable code requirements and applicable requirements of all other regulatory agencies, including, but not limited to, the following:
1. Federal Occupational Safety and Health Administration.
 2. National Electrical Code.
 3. Uniform Mechanical Code.
 4. Uniform Plumbing Code.
 5. Uniform Building Code.
 6. California Code of Regulations (CCR), including Title 24.
 7. California Health and Safety Code.
 8. National Fire Protection Association (NFPA), "Life Safety Code," NFPA 101.
 9. State of California Business and Transportation Agency, Department of Transportation (CALTRANS) Standard Specifications.
 10. Erosion Control Standards, District.
 11. Uniform Federal Accessibility Standards (UFAS). Note: The more stringent provision of the CCR or UFAS shall apply.
 12. Coastal Prairie Enhancement and Management Plan.
 13. Rules and regulations of private and public utilities.
- B. Unless otherwise specified, specific references to codes, regulations, standards, manufacturers' instructions, or requirements of regulatory agencies, when used to specify requirements for materials or design elements, shall mean the latest edition of each in effect at the date of submission of bids, or the date of the Change Order or Field Order, as applicable.

1.02 CONFLICTS

- A. If a conflict exists between referenced regulatory requirements or between referenced regulatory requirements and the Contract Documents, Contractor shall notify the District's Representative in writing and request that the conflict be resolved.
- B. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the District's Representative, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto.
- C. The Contract Documents take precedence over statutory requirements or standards when requiring materials of higher quality or performance, or larger sizes or capacity, or greater protection, safety or quantity than required by said codes or standards. This shall not operate to allow deviations from Code requirements.
- D. Modifications to published statutory requirements currently adopted or enforced by regulating agencies having jurisdiction shall take precedence over said published requirements.
- E. Statutory requirements or standards take precedence over Contract Documents when requiring materials of higher quality or performance, or larger size or capacity, or greater protection, safety or quantity than required in the Contract Documents. This shall not operate to allow deviations from requirements for prior

Monterey Bay Air Resources District
Roofing Repair

approvals and other provisions specified.

- F. Conflicts within Contract Documents and/or between the specifications, drawings and addendum(s); the more stringent requirement shall govern.

1.03 RULES AND REGULATIONS

- A. All standards, rules, regulations and orders concerning this Work, when applicable, are herein included in these Specifications.
 - 1. When the Specifications call for materials or construction of a better quality or larger sizes than required by such laws, ordinances, rules and regulations, the provisions of the Specifications shall govern.
 - 2. Contractor shall furnish without any extra charge any additional material and/or labor when required by compliance with such laws, ordinances, rules and regulations, though the work be neither mentioned in these particular Specifications nor shown on the Drawings.

1.04 THE DISTRICT'S INSPECTION

- A. The District's Inspector will make inspections at various times throughout the progress of the Project. These inspections will include all applicable code compliance items and any other items the District deems necessary to assure compliance with the Contract Documents.
- B. Contractor shall not proceed to cover up work that has not been inspected by the District's Inspector and has been deemed as being satisfactory. The Contractor without adjustment of the Contract Price or the Contract Time shall provide the District's Inspector with access to the Work, wherever located and whether in place, in fabrication, in transit or in progress.

1.05 PERMITS AND FEES

- A. Contractor shall not be required to obtain or pay for a building permit, electrical permit, plumbing permit, mechanical permit, or grading permit.
- B. Deferred Approval items; the Contractor is responsible for engineering fees associated with submittals to DSA for approval of the Contractor's deferred approval items.
- C. No connections to city-owned utilities are required for this Project.
- D. Refer also to the General Conditions.

1.06 SAFETY

- A. In accordance with State and Federal law and generally accepted construction practices, Contractor shall be solely and completely responsible for conditions of the Project site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.
- B. The Contractor is hereby informed that work on this Project could be hazardous. Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work in trenches and manholes.
- C. The Contractor shall comply with all safety standards, regulations and codes. All work, including temporary construction, shall be in full accord with the latest orders of the Division of Industrial Safety of the State of California Occupational Safety & Health Act (Cal-OSHA) and Federal Occupational Safety & Health Act (OSHA). Should more than one standard apply, the Contractor shall adhere to the most stringent. The Contractor shall carefully instruct all personnel of the potential dangers of working in potentially hazardous areas and performing potentially hazardous work. The Contractor shall provide appropriate safety equipment sufficient to protect personnel from injury and illness, and property from damage.

Monterey Bay Air Resources District
Roofing Repair

- D. The services of the District's Representative or the District's Inspector in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the Project site.
- E. It shall be the Contractor's responsibility to provide personal protective equipment appropriate to the work being performed such as: Hard Hats (Safety Hats); foot protection; hearing protection; respiratory protection; safety glasses/face protection; hand protection. Other personal protective equipment must be worn at all times when required by the work being performed.
- F. Safety Hats: Contractor shall be responsible for enforcing the requirement that safety hats be worn by all persons on the Project site at all times, and Contractor shall provide adequate signs at appropriate locations throughout the Project site setting forth this requirement. In addition, Contractor shall provide an adequate number of safety hats for the use of authorized visitors, and shall be responsible for the distribution thereof before allowing any visitor to enter the Project site.
- G. Contractor shall provide and maintain all fencing, traffic-rated trench plating, barricades, guard rails, bridges, warning signs, lights, paved paths, and the like as are necessary to protect Contractor's own personnel, MBARD staff, representatives, and outside public from the Project site.
- H. The security and safety of the scaffolding, ladders, ramps, temporary stairs, etc., shall be the responsibility of Contractor. Only trained operators shall operate hoists. All such equipment shall meet all applicable safety code requirements.
- I. The Contractor shall have a written Hazard Communication Program and instruct all employees and employees of lower tier contractors in its provisions.
- J. The Contractor shall have an effective Injury and Illness and Prevention Program and instruct all employees in its provisions.
- K. The Contractor shall post and instruct all employees and employees of lower tier contractors in emergency provisions, including telephone numbers, applicable to the particular work-site(s).
- L. The Contractor must provide lighting adequate for the work being performed.
- M. Compressed gas cylinders must be handled and stored in an upright position, and flammables must be stored separately from oxidizers.
- N. Control hazards presented by the work and Project site by providing: barricades, fencing, guard rails, bridges, lighting, signage, traffic-rated trench plating, traffic control, dust control, refuse containment, safe material storage, and/or other methods necessary to protect employees, visitors and the public. See Section 01500.
- O. Hand held and Portable Powered tools must be maintained, guarded and stored so as not to create a hazard during use or storage
- P. Welding and cutting must be planned and performed to eliminate fire, electrical and employee hazards.
- Q. All electrical equipment and its use shall be free from recognized hazards that are likely to cause death or serious physical harm to employees.
- R. No equipment shall be used without a Ground Fault Circuit Interrupter.
- S. Powder actuated tools will be used only by employees who have been trained in their operation. Signs shall be placed about the area alerting other employees and visitors that these tools are in use. Measures shall be taken to prevent injury to other employees in the vicinity. The operator shall wear eye/face and hearing protection. Tools and charges shall be under the control of the operator at all times.
- T. Pneumatic tools shall be positively secured to the hose to prevent whip. Safety devices shall be required on all such tools to prevent them from being fired unless in contact with a solid surface. All employees using such tools and all employees in the vicinity shall be provided with eye/face and hearing protection.

Monterey Bay Air Resources District
Roofing Repair

- U. A safety fastener will be used to secure all compressed air lines against inadvertent uncoupling and whipping.
- V. Refer also to the General Conditions.

1.07 CONSTRUCTION SAFETY ORDERS

- A. Pursuant to Labor Code 6707, Contractor shall include in Contractor's Base Bid all costs incident to the provision of adequate sheeting, shoring, bracing or equivalent method for the protection of life or limb which shall conform to applicable Federal and State safety orders.
- B. Before beginning excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the District's Representative a detailed "Project specific" plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation. The proposed plan shall comply with the standards established by the State of California Construction Safety Orders and Title 24 of the California Administrative Code. If the detailed plan varies from such shoring system standards, it shall be prepared by a registered civil or structural engineer whose name and registration number shall be indicated on the Drawing. If a dispute arises as to whether a registered civil or structural engineer must prepare the plan, the District's Representative's determination of the matter shall be final and conclusive on Contractor and the District. The cost of required engineering services shall be borne by Contractor and shall be deemed to have been included in the amount bid for the work as stated in the Agreement. Neither the review nor approval of any plan showing the design of shoring, bracing, sloping, or other provisions for worker protection, shall relieve Contractor from Contractor's obligation to comply with Construction Safety Order Standards and Title 24 of the California Code of Regulations for the design and construction of such protective work, and Contractor shall indemnify the District and the District's Representative from any and all claims, liability, costs, actions and causes of action arising out of or related to the failure of such protective systems. Contractor shall defend the District, its officers, employees and agents and the District's Representative in any litigation or proceeding brought with respect to the failure of such protective systems.
- C. Contractor shall not submit for review a shoring, sloping or protective system less effective than required by the Construction Safety Orders of the Division of Industrial Safety.

END OF SECTION 014000

SECTION 014213

ABBREVIATIONS, SYMBOLS, AND DEFINITIONS

1.01 ABBREVIATIONS

- A. The following abbreviations of organizations may be used in the Contract Documents and wherever the following terms are used, the intent and meaning shall be as follows:

AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AIA	American Insurance Association (formerly National Board of Fire Underwriters)
AISI	American Iron and Steel Institute
AISC	American Institute of Steel Construction
API	American Petroleum Institute
AREA	American Railway Engineering Association
ANSI	American National Standards Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CALTRANS	State of California Department of Transportation
CBM	Certified Ballast Manufacturers Association
CBR	California Bearing Ratio
CSS	California Department of Transportation Standard Specifications
CTI	Ceramic Tile Institute of America
DFPA	Douglas Fir Plywood Association
DOT	Department of Transportation
ETL	Electrical Testing Laboratories, Inc.
FCC	Federal Communications Commission
FM	Factory Mutual Engineering and Research
FS	Federal Specification (General Services Administration)
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IESNA	Illuminating Engineering Society of North America
ISA	Instrument Society of America
MSS	Manufacturer's Standardization Society of the Valve and Fittings Industry
NEC	National Electric Code (by NFPA)
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NOAA	National Oceanographic and Atmospheric Association
OSHA	Occupational Safety and Health Administration
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SSPC	Steel Structures Painting Council

Monterey Bay Air Resources District
Roofing Repair

- UBC.....Uniform Building Code with California Amendments
- UFC.....Uniform Fire Code
- UL.....Underwriters Laboratories
- UMC.....Uniform Mechanical Code
- UPC.....Uniform Plumbing Code
- WIC.....Woodwork Institute of California

B. Additional abbreviations, used on the Drawings, are listed thereon.

1.02 SYMBOLS

Symbols and graphic symbols, used only on the Drawings, are shown thereon.

1.03 DEFINITIONS

A. The following terms, when used on the Drawings or in the Specifications, shall have the following meanings:

<u>TERM</u>	<u>MEANING</u>
ACCESS.....	Unobstructed and continuous vehicular and pedestrian passage.
APPROVAL / ACCEPTANCE	"The approval and acceptance of the District's Representative."
AS DIRECTED	"As directed by the District's Representative."
AS REQUIRED.....	"As required by Applicable Code Requirements; by good building practice; by the condition prevailing; by the Contract Documents; by the District; or by the District's Representative."
AS SELECTED.....	"As selected by the District's Representative."
BY OTHERS.....	Work on the Project that is outside the scope of Work to be performed by Contractor under the Contract, but will be performed by the District, Separate Contractors, or other means.
CONTRACTOR-INSTALLED	Delivered and installed by Contractor as part of the Work."
COST PROPOSAL.....	Contractor's cost breakdown in response to a Proposal Request.
DAYS.....	The word "days" used herein or in other Contract Documents shall mean calendar days unless specifically noted otherwise. A "day" shall mean a calendar day of 24 hours, including each and every day of the year.
THE DISTRICT.....	The term "the District" refers to "The Monterey Bay Air Resources District" as Owner and their designated representative / Project Manager.
DISTRICT-FURNISHED.....	"To be furnished by the District at the District's cost."
DISTRICT-FURNISHED, CONTRACTOR INSTALLED	"To be furnished by the District at its cost and installed by the

Monterey Bay Air Resources District
Roofing Repair

Contractor as part of the Work."

- DISTRICT'S REPRESENTATIVEThe term "District's Representative" refers to the Construction Manager.
- FURNISH "Supply only, not install."
- INSTALL....."Install or apply only, not furnish."
- LETTER OF INSTRUCTIONA written document (supplemental instruction) prepared by the District's Representative which clarifies or interprets the requirements of the Contract Documents or makes minor changes to the work which do not require a change in the Contract Sum and/or Time and which are not inconsistent with the intent of the documents. A Letter of Instruction is prepared on the District's Representative's standard form.
- PROJECT.....The specific facility to be constructed under these Contract Documents.
- PROJECT SITE.....Geographical location of the Project.
- PROPOSAL REQUESTA written document prepared by the District's Representative which requests a quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the work. A proposal request is prepared on the District's Representative's standard form.
- PROVIDE "Furnish and install, including provision of all related work."
- REASONABLY REQUIREDThe term "reasonably required" shall include those items which may not specifically be indicated or noted in these documents, but which can reasonably be assumed to be necessary to complete the work of a particular system.
- REQUEST FOR INFORMATION
- (RFI)A request made in writing for clarification or additional information to the District's Representative (Refer to Section 01012).
- SHOWN....."As indicated on the Drawings."
- SPECIFIED "As written in the Contract Documents."
- SUBMIT "Submit to the District's Representative."
- SUBMITTALS.....Detailed fabrication and setting drawings, samples, material lists, and manufacturer's equipment brochures setting forth in detail the Work as it is to be performed by Contractor.

B. Items marked "by the District" or "N.I.C." on the Drawings are not to be furnished or installed as part of

Monterey Bay Air Resources District
Roofing Repair

this Contract.

- C. "As permitted," "permitted", "acceptable", "satisfactory", means by or to the District's Representative.
- D. Refer to the General Conditions for additional definitions.

END OF SECTION 014213

SECTION 014523

TESTING AND INSPECTION

1.01 GENERAL

- A. Contractor shall perform all tests as specified herein and as may be required to insure and demonstrate proper installation and operation of materials and equipment in this Contract. Refer also to Article 11 of the General Conditions.
- B. Definitions:
 - 1. The term "The District's Testing Laboratory" means a testing laboratory retained and paid for by the District for the purpose of reviewing material and product reports and performing other services as determined by the District. The District will select an independent Testing Laboratory to conduct tests. Selection of the material to be tested will be by the Laboratory or the District's Inspector and not by the Contractor.
 - 2. The term "Contractor's Testing Laboratory" means a testing laboratory retained and paid for by Contractor to perform the testing services required by the Contract Documents. Contractor's Testing Laboratory shall be an organization other than the District's Testing Laboratory and shall be acceptable to the District's Representative. It may be a commercial testing organization, the testing laboratory of a trade association, the certified laboratory of a supplier or manufacturer, Contractor's own forces, or other organization. Contractor's Testing Laboratory shall have performed testing of the type specified for at least five (5) years.
 - 3. The term "The District's Inspector" or "Inspector of Record" means an inspector retained and paid for by the District for the purpose of observing the progress of the Work and insuring compliance with the Contract Documents and applicable codes and regulations. The District's Inspector will be approved by the Division of the State Architect (DSA) and will provide continuous inspection of the Work per Group I, Chapter 4, Part 1, Title 24, C.C.R., Section 4-133(b) and 4-342.
- C. Tests, inspections, and acceptances of portions of the Work required by the Contract Documents or by Applicable Code Requirements shall be made at the appropriate times. Except as otherwise provided, Contractor shall make arrangements for such tests, inspections, and acceptances with Contractor's Testing Laboratory. Contractor shall give the District's Representative timely notice of when and where tests and inspections are to be made.
- D. If such procedures for testing, inspection, or acceptance reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the District's Representative's, the District's Representative's Consultants', and the District's Inspector's services and expenses.
- E. If the District's Representative or the District's Inspector is to observe tests, inspections, or make acceptances required by the Contract Documents, the District's Representative or the District's Inspector will do so promptly and, where practicable, at the normal place of testing.
- F. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.
- G. The Work will be available for inspection at any and all times for the District, the District's Representative or the District's Inspector. Contractor will be expected to consult and cooperate with the District's Representative or the District's Inspector in regard to all requirements as set forth in the Contract Documents.
- H. The District will select and pay District's Testing Laboratory costs for all test and inspections, but shall be reimbursed by the Contractor for certain cost as specified herein. Any direct payments by the Contractor to the Testing Laboratory on this Project is prohibited.

1.02 TESTING AND INSPECTION

- A. Project Inspectors: The District will employ one or more qualified inspectors, acceptable to the District's Representative, who will be employed at Project site to observe progress of Work and to report to the District's Representative any nonconformance with the Contract Documents.
- B. The District will retain and pay the expenses of a Geotechnical Engineer to perform inspection, testing, and observation functions specified by the District. Geotechnical Engineer shall communicate only with the District and the District's Representative. The District's Representative shall then give notice to Contractor, with a copy to the District, of any action required of Contractor.
- C. Persons performing testing and inspections shall not be authorized to:
 - 1. Release, revoke, alter or enlarge requirements of the Contract Documents.
 - 2. Stop Work except as may be required to perform testing or inspection operations.
 - 3. Advise on or issue directions relative to any aspect of construction means, methods, techniques, sequences, or procedures.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce work of specified quality. Testing and inspection shall not relieve Contractor of his responsibility for quality of materials in place.
- B. Be responsible for scheduling all testing and inspections specified.
 - 1. Schedule work that is to be tested or inspected so that tests can be performed within a reasonable time period.
 - 2. Notify and obtain concurrence of Project Inspector prior to scheduling testing or inspection by Testing Laboratory or Geotechnical Engineer.
 - 3. Notify the District's Representative in writing on the form contained within the Project Manual at least forty-eight (48) hours in advance of operations on site requiring testing or inspection.
 - 4. Notify the District's Representative and the District's Inspector in writing on the form contained within the Project Manual a minimum of three (3) working days in advance of off-site operations requiring testing or inspection, in order that testing at the source can be arranged without delaying Work.
 - 5. Material shipped by the Contractor from the source of supply before having satisfactorily passed such testing and inspection, or before the receipt of notice from the District's Inspector that such testing and inspection will not be required, shall not be incorporated into the work.
 - 6. Notify the District's Representative in writing on the form contained within the Project Manual at least four (4) working days prior to commencement or resumption of operations requiring observation or testing by the District's Geotechnical Engineer.
 - 7. When a specified test or inspection is not performed due to Contractor's failure to schedule services, the District's Representative will establish remedial work and Contractor shall bear cost of remedy.
 - 8. Additional tests and inspections not herein specified but requested by the District or Architect, will be paid for by the District, unless results of such tests and inspections are found not in compliance with the Contract Documents, in which case the District will pay all costs for initial testing as well as re-testing and re-inspection, and deduct the costs from the Contract sum.
- C. Reimburse the District for the following by deduction from Contract Sum:
 - 1. Costs of testing required because of changes in materials or proportions required by the Contractor.

Monterey Bay Air Resource District
Roofing Repair

2. Where inspections or tests prove unsatisfactory or not in compliance with Contract Documents, costs for further inspection and retesting.
 3. Costs attributable to the Contractor's methods of operation, when these methods result in excessive test and inspection costs to the District, and if after warning, costs remain excessive.
 4. Premium time fees for testing performed after regular working hours or on Saturday, Sunday, or on legal holidays; except when testing is required for the District's requested overtime work.
 5. Tests arising from errors and omissions by the Contractor.
 6. Retests of materials that fail; tests required by the lack of required identifications of materials (mill tests, manufacturer's certifications, etc.); and re-inspections.
 7. Services required to expedite the Contractor's operations.
 8. Testing and inspection fees for travel and per diem expenses, when shops or plants of fabrication are located more than a 50 mile radius from the Project site.
- D. Where required by individual Sections of the Specifications, the Contractor shall pay all costs associated with inspection and testing without adjustment of the Contract Price or the Contract Time. For example, but not limited to, the following:
1. Concrete mix designs.
 2. Certified mill test reports.
 3. Qualification of welding procedures, operators and welders.
- E. Repair or replace damage to work made necessary by retesting.
- F. Secure and deliver to the District's Testing Laboratory adequate quantities of representative samples of materials proposed for use as specified.
- G. Submit to the District's Testing Laboratory the preliminary design mixes proposed to be used for concrete and other materials which require review by the District's Testing Laboratory.
- H. Submit copies of product test reports as specified.
- I. Furnish incidental labor and facilities:
1. To provide the District's Testing Laboratory access to the Work to be tested.
 2. To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- J. Provide notice to the District's Representative sufficiently in advance of operations to allow for the District's Testing Laboratory assignment of personnel and scheduling of tests.
- K. When tests or inspections are not performed after such notice, Contractor shall reimburse the District for the District's Testing Laboratory personnel and travel expenses incurred.
- L. Several Sections of the Specifications require testing by the Contractor's Testing Laboratory. Refer to each Section and the Submittal Schedule, Section 01300.
- M. Submit verified reports per. Group I, Chapter 4, Part 1, Title 24, C.C.R., Section 4-336 and 4-343(c).
- N. Maintain and keep available at the Project Site, California Code of Regulations, Part I and Part II, Title 24.

1.04 TESTING SERVICES

- A. General: The District may retain Testing Laboratories to observe structure excavation, to test compaction

Monterey Bay Air Resource District
Roofing Repair

of backfill, and to test concrete, masonry, steel, reinforcing and other construction materials and methods as the District's Representative may deem necessary and as the Specifications require. The Testing Laboratory will make as many field observations and tests as are required to determine the acceptability of the Work. Contractor shall provide safe access to the Work as required for the Testing Laboratories to perform sampling and tests.

- B. Testing and inspection services, which are performed, shall be in accordance with the requirements of the California Building Code (CBC), and as specified herein. Testing and inspection services shall verify that Work meets the requirements of the Contract documents.
- C. In general, tests and inspections for structural materials shall include all items enumerated on the Structural drawings as listed for this Project and as prepared and listed by the Architect.
- D. Notice to the District's Representative: In instances where the District's Representative requires testing and where the Specifications require work to be specially tested or approved, it shall be tested only in the presence of the District's Representative after timely notice of its readiness for inspection and test, and the Work after testing shall be covered up only upon the consent thereto of the District's Representative.
- E. The results of any tests made are for the information of the District. Regardless of any test results, Contractor is solely responsible for the quality of work and materials and for compliance with the requirements of the Drawings and Specifications.
- F. Registered Civil Engineer currently licensed in the State of California shall sign test reports.

1.05 ADDITIONAL TESTING AND INSPECTION

- A. If initial tests or inspections made by the District's Testing Laboratory, or Geotechnical Engineer reveal that any portion of the Work does not comply with Contract Documents, or if the District's Representative determines that any portion of the Work requires additional testing or inspection, additional tests and inspections shall be made as directed.
 - 1. If such additional tests or inspections establish that such portion of the Work complies with the Contract Documents, all costs of such additional tests or inspections shall be paid by the District.
 - 2. If such additional tests or inspections establish that such portion of the Work fails to comply with the Contract Documents, all costs of such additional tests and inspections, and all other costs resulting from such failure, including compensation for the District's Representative and the District's consultants, shall be deducted from the Contract Sum.

1.06 TEST REPORTS

- A. Certification and Copies: The District's Testing Laboratory will furnish certified reports summarizing results of inspection, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents, and other equipment as to adequacy and compliance, and results of tests and inspections. The District's Testing Laboratory will make copies and distribute test and inspection reports as follows:

- 1. District. 1 copy
- 2. Architect. 2 copies
- 3. Structural Engineer. 1 copy
- 4. The District's Inspector. 1 copy
- 5. DSA District Engineer. 1 copy
- 6. Contractor. 1 copy
- 7. Construction Manager. 2 copies

Monterey Bay Air Resource District
Roofing Repair

- B. Test reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of CBC and with the Contract Documents. The reports shall also state definitely whether or not the material or materials tested comply with the requirements.
- C. Contractor's Testing Laboratory shall submit four (4) copies of all reports to the District's Representative, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.
- D. Form: Reports will clearly distinguish type of test, material tested, whether original (first) test or retest, and related information.

1.07 SAMPLES AND MATERIALS

Contractor shall furnish samples and materials for testing free of charge, and shall provide job storage facilities.

1.08 AVAILABILITY OF SAMPLES

- A. Contractor shall make materials required for testing available to Laboratory and assist in acquiring these materials as directed by the District's Inspector. The samples shall be taken under the immediate direction and supervision of the Testing Laboratory or Inspector.
- B. If Work that is required to be tested or inspected is covered up without prior notice or approval, such Work may be uncovered at the discretion of Architect at no additional cost to the District. Refer to Article 1.05.
- C. Unless otherwise specified, Contractor shall notify Testing Laboratory a minimum of 10 working days in advance of all required tests, and a minimum of 2 working days in advance of all required inspections. Extra laboratory expenses resulting from a failure to notify the Laboratory will be paid by the District and back-charged to the Contractor.
- D. Contractor shall give sufficient advance notice to Testing Laboratory in the event of cancellation or time extension of a scheduled test or inspection. Charges due to insufficient advance notice of cancellations or time extension will be paid for by the District and back-charged to the Contractor.

1.09 REMOVAL OF MATERIALS

Unless otherwise directed, materials not conforming to the requirements of Contract Documents shall be promptly removed from the Project site.

1.10 INSPECTION BY THE DISTRICT

- A. The District's Inspector shall at all times have access for the purpose of inspection to all parts of the Work and to the shops wherein the Work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
- B. The District's Inspector shall have the right to reject materials and workmanship that are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without cost to the District. If the Contractor does not correct such rejected Work within a reasonable time, fixed by written notice, the District may correct such rejected Work and charge the expense to the Contractor.
- C. Should it be considered necessary or advisable by the District at any time before final acceptance of the entire Work to make an examination of Work already completed by removing or tearing out completed Work, the Contractor shall on request promptly furnish necessary facilities, labor and materials. If such Work is found to be defective in any respect because of the fault of the Contractor or Installer, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

- D. An Inspector employed by the District will be assigned to the Work.
- E. The Contractor shall notify the Inspector a minimum of 24 hours in advance of execution of all Work that requires special or continuous inspection.
- F. The Work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He/She shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep the Inspector fully informed respecting the progress and manner of the Work and the character of the materials. Inspection of the Work shall not relieve the Contractor from any obligation to fulfill this Contract.

1.12 UNDESIRABLE CONDITIONS / NONCONFORMANCE

- A. Substandard Test Results: When test or inspection reveals undesirable conditions, nonconformance or failure to meet requirements, the District's Testing Laboratory will notify the District's Representative. The District's Representative will notify Contractor that the Work does not meet requirements and is rejected.
- B. Immediately upon Testing Laboratory determination of a test failure, the Laboratory shall telephone the results of the test to the District's Representative and the Architect. On the same day, the Laboratory shall send written test results via facsimile to those names on the distribution list above.
- C. Correction: Work done or materials delivered that fail to comply with requirements of Specifications or Drawings shall be rejected and shall immediately be made satisfactory at no additional expense to the District.

1.13 MATERIALS AND WORK QUALITY

- A. All work under all Sections shall be performed in strict accordance with the highest standards of practice related to the trades involved and shall be complete and properly coordinated with all work adjacent or related to it.
- B. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All work shall be done and completed in a thoroughly high-quality manner, notwithstanding any omission from these Specifications, or the Drawings, and it shall be the duty of Contractor to call the District's Representative's attention to apparent errors or omissions and request written instructions before proceeding with the Work. The District's Representative may, by appropriate instructions, correct errors and supply omissions; such instructions shall be as binding upon Contractor as though contained in the original Specifications or Drawings.
- C. All defective work or materials shall be promptly removed from the premises by Contractor, whether in place or not, and shall be replaced or renewed in such manner as the District's Representative may direct. All materials and work quality of whatever description shall be subjected to the inspection of, and rejection by the District's Representative if not in conformance with the Specifications. The decision of the District's Representative is final and conclusive upon the parties.
- D. Any defective material or work quality, or any unsatisfactory or imperfect work which may be discovered before the final acceptance of the Work or within the initial (and any extended) warranty period, shall be corrected immediately as required by the District, without extra charge, notwithstanding that it may have been overlooked in previous inspections and estimates. Failure to inspect work shall not relieve Contractor from any obligation to perform sound and reliable work as herein described.

1.14 APPROVAL

Approval of the Work in part or as a whole by the District's Representative shall not relieve Contractor of the responsibility for such compliance with the requirements of the Contract Documents. Such approvals may be withdrawn at any time that subsequent examination reveals that apparently satisfactory Work is,

Monterey Bay Air Resource District
Roofing Repair

in fact, either defective or otherwise fails to comply. Such work from which approval has been withdrawn shall be replaced or re-executed in accordance with the Contract, at no expense to the District.

1.15 SPECIFIC TESTING REQUIREMENTS

The following tests and inspections as detailed in applicable specification sections, are required, but not limited to:

Contractor shall be responsible for doing water testing of rain water leaders to ensure system is free of debris and water flows freely.

END OF SECTION 014523

SECTION 015000

CONSTRUCTION FACILITIES AND CONTROLS

1.01 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show, if applicable, existing above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other utilities that are known to the District.
- B. Locate all known existing installations before proceeding with construction operations that may cause damage to such installations. Existing installations shall be kept in service where possible and damage to them shall be repaired with no adjustment to the Contract Sum.
- C. If any other structures or utilities are encountered, request in writing the District's Representative to provide direction on how to proceed with the Work.
- D. If any structure or utility is damaged, take all appropriate action to ensure the safety of persons and property.
- E. As designated on the Drawings, protect all existing adjacent areas where trees are to remain, taking special care to limit any erosion, material or equipment storage, or disturbance to such areas during construction.

1.02 INTERRUPTION OF BUILDING SERVICES

- A. Obtain the District's Representative's approval at least five (5) working days prior to any utility service shutdown, interruption or cutover. The District may authorize overtime if the work must be performed during overtime hours, provided that the Contract Price shall not be increased for the premium costs of labor performing overtime work if work on an overtime basis to complete a shutdown, interruption, cutover or restoration of utility services during non-working days or non-working hours results from the acts, omissions or other conduct of the Contractor.

1.03 PUBLIC SAFETY AND CONVENIENCE

- A. Protection and Obstructions: Contractor shall at all times so conduct Contractor's work as to insure the least possible obstruction to traffic and inconvenience to pedestrians in the vicinity of the Work, and to insure the protection of persons and property. No road, street walkway, nor building corridor shall be closed except with the permission of the District's Representative. Minimum prior two (2) week's written notice to the District's Representative required for road closure.
- B. Fire Safety: Fire hydrants on or adjacent to the Work shall be kept accessible to fire fighting equipment at all times.
- C. Temporary Provisions: Temporary provisions shall be made by Contractor to ensure the use of sidewalks, paths, and the proper functioning of all gutters, sewer inlets, drainage ditches and culverts, and natural water courses.
- D. Warning Signs and Barricades: When working in areas that present safety hazards, warning signs and barricades shall be placed in effective locations to prevent unauthorized entry. When aisles or roadways are blocked, detour signs must be installed to clearly designate an alternate route. The Contractor shall provide appropriate barricades and signs. Barricades with blinking lights must be provided in roadways, bikeways, and pathways for barricading overnight. Proper warning signs stating 'ROAD CONSTRUCTION AHEAD' must be placed before barricades in roadways and on bike paths. Flag persons may be required to supplement warning signs and barricades.

1.04 FIRE PROTECTION

- A. Burning: No burning of any kind will be permitted on the Project site without written permission of the District.
- B. All Hot Work: No hot work of any kind will be permitted on the Project site without written permission from the local Fire Department.

[CONTINUED NEXT PAGE]

Monterey Bay Air Resources District
ROOFING REPAIR

- C. Spark Arresters: No person shall use or operate any internal combustion engine which is operated on hydrocarbon fuels on any forest, brush, or grass covered lands without providing, and maintaining in effective working order, a spark arrester approved by the Division of Forestry attached to the exhaust system. Motor trucks, truck tractors, buses and passenger vehicles, except motorcycles, are not subject to the provisions of this paragraph provided the exhaust system is equipped with a muffler as defined in the Vehicle Code. Spark arresters affixed to the exhaust system of engines or vehicles, as described in this Section, shall not be placed or mounted in such a position as to allow flames or heat there from to ignite any flammable material.
- D. Shovels for Fire Protection: All mobile equipment, including trucks, tractors, bulldozers, and other mobile equipment, shall be equipped with serviceable shovels for use in fire protection. Common carriers are exempt from this paragraph.
- E. Area Fire Protection:
 - 1. No person shall use or operate any motor engine, boiler, stationary equipment, welding equipment, cutting torches or grinding devices from which a spark, fire or flame may originate without first clearing away all flammable material, including snags, from the area around such operation for a distance of 10 feet and without maintaining a serviced 10 lb. multipurpose fire extinguisher ready for use at the immediate area during the operation. In the use of tar pots in roofing operations, two 10 lb. fire extinguishers are required; one on the roof and one in close proximity to the tar pot. The extinguisher(s) must display California State Fire Marshal's extinguisher service tag indicating that the extinguisher(s) have been serviced within the current year.
 - 2. Refer to Section 015100 for other fire protection requirements.
- F. Gasoline Powered Saws: No person shall use or operate any gasoline powered saw unless such saw is operated at least 50 feet from any flammable material, without providing and maintaining at locations of use or operation of said equipment for fire fighting purposes, one serviceable fire extinguisher, or, in lieu thereof, one serviceable shovel.
- G. Access for Firefighting: Access routes for fire-fighting equipment shall be maintained. Fire hydrants and fire department connections shall be kept clear of any obstructions.
- H. Fire Extinguishers: Fire extinguishers shall be located on or adjacent to:
 - 1. Storage sites of combustibles.
 - 2. Fuel dispensing vehicles.
 - 3. Sites of hot work operations.
 - 4. The Contractor's Superintendent's vehicle.
 - 5. The Contractor's office or shed.

In addition, at least one approved extinguisher shall be provided in plain sight on each floor at each usable stairway where combustible material could accumulate. Extinguishers shall be placed within the structure so that the maximum travel distance to an extinguisher is no more than 75 feet.
- I. Smoking: Smoking is prohibited at or in the vicinity of hazardous operations or combustible or flammable materials. "NO SMOKING" signs shall be posted in these areas. Smoking will be allowed only in designated areas. Where smoking is permitted, safe receptacles shall be provided for smoking materials.
- J. Flammable and combustible liquids must be used and stored so as not to create a hazard to employees or property, following all the rules required by the National Fire Protection Association.
- K. Outside storage site of Combustibles: All storage of combustibles outside of structures shall be in compliance with OSHA Title 29, Section 1952.12.C., #3 and Title 19, 3.07; California Fire Code (Part 9, Title 24 California Code of Regulations) Articles 11 and 87.
- L. Tank Trucks: The use of tank trucks shall be in conformance with NFPA, 385.

[CONTINUED NEXT PAGE]

- M. Gasoline Storage: No more than 25 gallons of gasoline shall be stored in the Project site outside of an approved storage cabinet. Cabinets shall be constructed of metal and approved by the District's Representative in consultation with the Local Fire Department having jurisdiction. All gasoline storage shall be in conformance with NFPA, No. 30, and Article 79, California Fire Code (Part 9, Title 24, California Code of Regulations).

1.05 TEMPORARY CONSTRUCTION

- A. Contractor shall provide, maintain and remove upon completion of Work; temporary construction required for performance of the Work and shall restore disturbed portions of the Project site or other disturbed areas to the satisfaction of the District's Representative.

1.06 CONSTRUCTION AIDS

- A. Scaffolding: Provide as required for execution of any part of the Work. The security and safety of the scaffolding, ladders, ramps, temporary stairs, etc., shall be the responsibility of Contractor. Only trained operators shall operate hoists. All such equipment shall meet all applicable safety code requirements.
- B. Cranes, Hoists or Chutes: Provide as required for movement of personnel, materials or equipment. The manufacturer's specifications and limitations shall be followed. Where not available, the Contractor is required to employ a qualified engineer, competent in the field, who shall determine, communicate, and document the crane's limitations to the District's Representative.
1. The rated loads of all cranes and their components must be plainly marked in full view of the operator. Attachments shall not exceed the crane's limitations.
 2. Adequate safe access must be provided to the operating station(s).
 3. All components must be in good working order; appropriate certifications, as required by the local authority having jurisdiction, must be provided; and a record of preventative maintenance, repair and replacement must be available on-site.
 4. Hoisting equipment such as sheaves, blocks, hooks, ropes, and slings must be maintained free from undue wear, in good working order and inspected frequently as specified by the local authority having jurisdiction.
 5. Any defective equipment must be removed and replaced immediately, or the crane must be taken out of service until repairs have been completed.
 6. Loads must not be handled until they have been: determined to be within the capacity of the crane; secured and balanced; the pathway of the load is clear of all obstructions; tag lines are available when appropriate; and all personnel are clear of the lift.
 7. Fire suppression equipment must be available and in good working order.
 8. Crawler and Rubber Tired cranes are to be placed to ensure stability at all boom angles and radii to be used in the lifts.
 9. Rated load capacities, recommended operating speeds, any special hazard warnings shall be posted to be visible to the operator from the control station.
 10. Only designated personnel are authorized to operate cranes.
 11. Unless electrical distribution and transmission lines have been de-energized and visibly grounded, or special insulating barriers have been erected or placed around the lines, no part of the crane or load shall be within a minimum clearance 10 feet from 50 KV or less. For lines exceeding 50 KV, additional clearances shall be provided according to the local authority having jurisdiction.
 12. Personnel shall be lifted by crane ONLY if all other means are either more hazardous or impossible due to design or Project site conditions. If personnel must be lifted, the regulations of the authority having jurisdiction must be followed carefully.

[CONTINUED NEXT PAGE]

13. The meaning of signals must be thoroughly understood by both the operator and the signal person. Only one person will be designated as the signal operator.
 14. The operator is not permitted to leave the controls while a load is suspended.
- C. Bracing and Shoring: Provide as adequate for intended use and for loads imposed without excessive settlement, deflection, or deformation. Properly support, wedge and secure to prevent displacement or failure. Refer to Section 01060 (What section is this?).
1. Shore, brace, sheet, and slope excavations as required to prevent caving, erosion, danger to persons and structures, or interference with construction operations as required to comply with safety laws.
- D. Trenching and Excavation: Refer to Section 014100.
- E. Moisture Control:
1. Perform pumping, trenching, damming and under-draining necessary to keep the Project site free from water during construction.
 2. Dispose of water in manner acceptable to local regulations, taking care to ensure that no existing water disposal facilities are impeded, clogged, damaged or interfered with in any way.
 3. Refer also to Section 015713, "Temporary Erosion and Sediment Control."
- F. Illumination: When any work is performed at night or where daylight is obscured, provide artificial light sufficient to execute the Work properly and to permit thorough inspection.

1.07 BARRIERS AND ENCLOSURES

- A. Contractor shall submit for approval a plan for fencing entire limits of work (Project Site) which coordinates contractor-installed fencing, with owner-installed fencing, if any, designated environmentally sensitive areas, Project boundary, barriers, tree protection, access to and from site and sequencing requirements.
- B. All fencing shall be galvanized chain link type, six (6) feet high, with materials and installation conforming to the requirements of the Chain Link Fence Manufacturers Institute (CLFMI) "Product Manual" for Type I fences, with green screen fabric
- C. A minimum of two vehicular gates, 10 feet wide, shall be provided at locations acceptable to the Owner and approved by The Owner's Representative. The fencing shall be maintained and relocated by Contractor throughout the Project to the satisfaction of The Owner's Representative as required.
- D. The fencing shall be maintained and relocated by Contractor throughout the Project to the satisfaction of the Owner's Representative as required.

1.08 PROTECTION OF PLANT LIFE

- A. No trees shall be removed, pruned, or trimmed without prior approval by the District's Representative.
- B. Solvents, oils, and any other materials which may be harmful to plant life shall be disposed of in containers as directed by the District's Representative and removed from the site. At completion of the Work, any contaminated soil shall be removed and replaced with good soil by the Contractor at no expense to the District.
 1. Refer to soil requirements in Division 31.
- C. Drip lines of trees: No diesel or gasoline engine equipment shall be left running under trees or left parked under trees within their drip line.
- D. Refer to Section 015639 for tree protection.

[CONTINUED NEXT PAGE]

1.09 SECURITY

- A. The District will not accept any responsibility for damage or loss of Contractor's equipment or materials stored on any project related site caused by vandalism, nature, or otherwise, suffered by Contractor. Protection of all construction, equipment, stores, and supplies shall be the sole responsibility of Contractor.

1.10 ACCESS ROADS AND PARKING AREAS

- A. Construction Access: The District reserves the right to control paths of access to the Work. In general, access to work areas will be permitted only over areas involved in this work from where they connect to existing paved roads.
- B. Contractor shall obtain the permission of the District's Representative before pioneering any access. Where additional access is permitted, the limits set by the District's Representative and only types of equipment approved by the District's Representative will be allowed in these areas.
- C. Parking:
 - 1. Vehicles belonging to Contractor and persons or firms with whom Contractor is doing business shall be parked within the Project boundary or designated staging areas. Contractor shall exercise complete control over all vehicles entering upon the Project site of the Work and designate and maintain appropriate parking areas within the site. Parking will not be permitted within drip lines of existing trees. Under no circumstances are any vehicles to encroach on open spaces or on parking spaces/areas or streets outside Project boundary or staging areas designated by the District.
 - 2. If the Project boundary will not accommodate Contractor's parking needs, Contractor may have limited use of the District's parking facilities on campus in conformance with the District's requirements contractor must requests and receive district representative's approval prior to parking on Campus.

1.11 TEMPORARY CONTROLS

- A. Contractor shall provide and maintain suitable temporary barricades, fences, directional signs, or other structures as required for protection of public traffic; provide walks around any obstructions made in public places in carrying on the Work covered by the Contract; maintain from the beginning of twilight through the whole of every night on or near the obstructions, sufficient light and guards to protect travelers from injury to the satisfaction of the District's Representative.
- B. Noise Control and Abatement:
 - 1. Provide state-of-the-art mufflers, silencers and noise control features for all equipment.
 - 2. Prohibit vehicles and other gas- or diesel-powered equipment from unnecessary warming up, idling and engine revving.
 - 3. Utilize least noisy procedures or machines such as electric rather than diesel-powered equipment whenever there is a choice.
 - 4. Use of powered construction equipment, except impact tools, which generates noise in excess of 80 dBA measured at a distance of 100 feet is prohibited.
 - 5. Provide impact tools and equipment that have intake and exhaust muffler as applicable; pavement breakers and jackhammers shall be equipped with acoustically attenuating shields or shrouds.
- C. Drainage and Erosion Control During Construction:
 - 1. Maintain all portions of Work free from standing water at all times during construction.

[CONTINUED NEXT PAGE]

2. Where required, construct temporary drainage ditches, berms, or pumping systems to divert drainage water from Project site; ensure resultant water is carried to nearest natural watercourse and disposed of without erosion to surrounding area.
3. Take care to prevent silting of existing sinkholes and watercourses, and designated environmentally sensitive areas.
4. Remove and dispose of silt which is deposited as result of Work of this Project to the satisfaction of the District's Representative at no additional cost to the District.
5. Conform to all requirements of the District's Erosion Control Standards for erosion control.
6. Refer to Section 015713 for further requirements.

1.12 TRAFFIC REGULATION

- A. Traffic will be controlled using methods specified by CALTRANS, and occur during hours permitted by the District.
- B. Traffic may be reduced to one lane during the workday with appropriate use of Contractor-provided flag person with the consent of the District's Representative.
- C. Construction Parking Control: Distribution of available parking shall be the Contractor's responsibility.
- D. Flag persons at Access Routes: Provide as required to signal and regulate traffic to and from the Project site. All flag persons shall wear blaze orange or similar color vests.
- E. Provide flares, lights and temporary traffic signals as may be required to ensure safe traffic conditions on access roads in immediate vicinity of construction.
- F. Haul Routes: The District reserves the right to designate haul routes in the event construction traffic conflicts with the District's operations or interferes with normal campus traffic. Truck-trailers may be parked off site in designated Campus areas or locations approved by the District's Representative.
- G. All speed limits, stop signs, and other traffic regulations shall be followed at all times.
- H. Traffic control routes and site access ways shall be as indicated on the drawings. Sketches for the construction of certain detours in areas not indicated on the drawings shall be submitted to the District's Representative for acceptance.

1.13 DUST PALLIATION

- A. The Contractor shall take appropriate steps throughout the term of the Project, such as watering, to prevent air borne dust due to work under this Contract. No chemical palliatives shall be used without permission of the District's Representative. Contractor shall provide, at the Contractor's expense, all water spreading operations for dust palliation. Water for dust palliation will be provided by the District and paid for by the Contractor in accordance with Section 015100.
- B. Any chemicals under consideration, and their application methods, must be favorably reviewed by the District's Representative, in consultation with the District's professional Occupational Safety and Health staff.
- C. The Contractor will control all runoff so as not to pollute public or private waterways and control all airborne materials as required by the District.
- D. The Contractor will be responsible for providing employees applying dust control materials with appropriate personal protective equipment to protect them from injurious exposures.
- E. The Contractor will be responsible for training all employees applying chemical palliatives, in the proper application procedures and of the hazards to which they may be exposed.
- F. Whenever possible the Contractor shall use alternatives that are less likely to create dusty conditions.
- G. The Contractor is responsible to dispose of all contaminated refuse as specified by the Material Safety Data Sheets, local authority having jurisdiction, and/or the District.

[CONTINUED NEXT PAGE]

Monterey Bay Air Resources District
ROOFING REPAIR

- H. Compressed air in excess of 30 psi will not be used for cleaning purposes. Appropriate personal protective equipment, i.e., eye and hearing protection will be used during use of compressed air for cleaning.
- I. Any work creating airborne materials that are, or could be, combustible will be performed in such a manner so as not to create a fire or explosion hazard. Such materials will be removed from the Project site and stored or taken off-site by use of methods that will control fire or explosion hazards.

1.14 OVERLOADING

- A. If Contractor shall cause, permit or allow any roadway, structure, or utility element to be overloaded by shoring, piling, or setting thereon, any material or equipment, or by performing thereon any of Contractor's work, Contractor shall do so at Contractor's sole risk and Contractor shall be solely responsible for any and all loss, damage and/or injury arising or resulting there from. Improper use of high-energy compaction equipment shall be regarded as a form of overloading as defined under this paragraph.

1.15 HAULING EQUIPMENT AND ROUTES

- A. Hauling over existing roads (paved or unpaved) shall be done only with vehicles and loads that are normally permitted on State Highways. "Off road" type haul equipment and illegal State loads will not be permitted.
- B. Haul Routes: The Contractor shall comply with all local and regional limitations regarding the use of public roadways for transportation of good, materials or equipment. The District reserves the right to designate haul routes within the geographic limits of campus and/or the geographic areas adjacent to Monterey Bay Air Resources District in event construction traffic conflicts with the District's operations or interferes with normal campus traffic or traffic in the geographic areas adjacent the campus.

1.16 CARE OF PRESENT BUILDINGS, GROUNDS AND UTILITIES

- A. Contractor shall be held responsible, so far as Contractor's operations are concerned, for the care and preservation of the adjacent premises, plant life, landscaping, utilities walks, streets and coterminous property. Any parts of them injured, damaged, or disturbed because of Contractor's work shall be promptly repaired, replaced, or cleaned to the satisfaction of the District's Representative at Contractor's expense.
- B. Any and all existing roads, curbing, utility poles, underground utility lines, etc., damaged by Contractor in the execution of this Contract shall be restored to former condition by Contractor to the satisfaction of the District's Representative at no change in the Contract Price.
- C. Known existing underground utilities are shown or noted on the Drawings. It shall be Contractor's responsibility to protect these utilities and Contractor shall repair at Contractor's expense, any such utilities damaged by Contractor's operation.
- D. Disrupted utilities shall be restored to service promptly by continuous effort, including overtime, at no cost to the District. Permanent repairs may be delayed to normal hours if temporary service restoration meets health, safety, and campus operational requirements.

1.17 CARE OF CONTRACTOR'S WORK

- A. Contractor shall be responsible for damage to any of Contractor's work prior to final acceptance. Contractor shall adequately protect all conduit openings, trenches, ditches, equipment and materials to prevent obstructions, breakage, misuse, or disfigurement during construction, insofar as possible.
- B. All surfaces, structural or finish, which are exposed to view in the completed building or structure, and all items of equipment shall be completely protected from damage during the construction phase by Contractor, who shall take all necessary precautions to ensure that the Project is turned over to the District entirely free from scratches, abrasions, dents, drips, gouges, stains, water marks, paint or oil runs, or similar types of damage.
 - 1. Wherever such damage does occur, and before the final inspection of the building by the District's Representative, Contractor shall, at no expense to the District and under the direction of the District's Representative, completely remove the damaged work and replace it in conformance with the Contract Documents.

[CONTINUED NEXT PAGE]

Monterey Bay Air Resources District
ROOFING REPAIR

- C. All methods of protection shall be selected by Contractor, and maintained in good condition, until each element so protected is ready for the next phase of the work, or until it is prepared for final cleaning.
- D. All protection shall be carefully removed so as to cause no damage to the protected element or area.

1.18 WEATHER PROTECTION

- A. Contractor shall at all times protect the excavation and trenches from damage by rainwater, spring water, or backup up of drains or sewers. Contractor shall provide pumps and equipment and enclosures to provide this protection. The building structures and interior finishes and furnishings shall be protected by Contractor from rain, dew, wind, and all other elements of the weather during periods when roof areas are unprotected by roofing, and when breaches are present in the exterior walls. Such areas shall be covered with weather tight tarpaulins firmly secured or by other approved methods. See Division 31, Site Work, for drainage control requirements.

1.19 MATERIALS STOCKPILING

- A. Areas as close as practicable to the work areas will be designated by the District's Representative for stockpiling of materials. Materials shall not be stockpiled except at sites acceptable to, and approved by, the District's Representative.
- B. Materials that must be sheltered for proper storage shall be stored in Contractor furnished temporary structures.

1.20 PROJECT IDENTIFICATION AND SIGNS

- A. Signboards: No advertising matter shall be attached or painted on surfaces of building, fences, barricades, or canopies.

1.21 FIELD OFFICES AND SHEDS

- A. The District will not furnish required office space to Contractor.
- B. Field Offices:
 - 1. The Contractor shall provide and maintain at the Project site for the entire construction period temporary accessible field offices as needed for the proper administration of this Work. Location of field offices on the site shall be as acceptable to the District's Representative. Cost of the Contractor's field office, shall be borne by the Contractor. Responsibility for the cost of utilities for Contractor's field offices shall be as specified in Section 015100.
- C. Storage: Contractor shall provide all structures required at the Project site for safe and proper storage of tools and materials. These structures shall be placed only at locations acceptable to the District, and approved by the District's Representative.
- D. Contractor shall remove all such structures from the site at completion of the Work.

1.22 HOUSEKEEPING

- A. During the course of construction, alteration, or repairs, form and scrap lumber with protruding nails, and all other debris, shall be kept cleared from work areas, passageways, and stairs, in and around buildings or other structures.
- B. The Contractor shall provide waste bins for use by all subcontractors and personnel on site. Remove and legally dispose of all surplus, excavated or left over materials and debris, keeping the Project site and public ways clean.
- C. Combustible scrap and debris shall be removed at regular intervals during the course of construction. Safe means shall be provided to facilitate such removal. No combustible scrap or debris shall be stacked or placed within ten feet of buildings or structures.

[CONTINUED NEXT PAGE]

Monterey Bay Air Resources District
ROOFING REPAIR

- D. Containers shall be provided for the collection and separation of waste, trash, oily and used rags, and other refuse. Containers used for garbage and other oily flammable, or hazardous waste, such as caustics, acids, harmful dusts, etc., shall be equipped with covers. Garbage and other waste shall be disposed of at frequent and regular intervals, at a minimum of every week.

1.23 MISCELLANEOUS CONTROLS

- A. Provide keying different from permanent keying of locks and include organized, locked, and supervised storage for receiving and dispensing items of builder's hardware throughout construction period.
- B. The District's Representative's Access: Provide the District's Representative and the District with keys necessary to gain access to locked areas of the Work. The District's Representative will be responsible for such keys and will return them to the Contractor at the time of final inspection. If the District elects to use its own locks and keys, the Contractor shall double-lock gates as required.
- C. All accidents involving employees of the Contractor and employees of lower tier contractors must be reported to the District's Representative within 24 hours of the occurrence.
- D. Hours of Operation: No Work, including deliveries, is to be performed on the Project site before 7:00 a.m., after 7:00 p.m., or on Saturdays, Sundays or District holidays, without prior written authorization of the District's Representative. Holidays shall be those days designated by the District as District holidays.
- E. There are fifteen (15) District holidays from January to December. Provide for one (1) calendar day for each holiday during the Contract Time period. Verify the exact day of each District holiday with the District's Representative.

[END OF SECTION 015000]

SECTION 017400

GUARANTEES, BONDS, SERVICE AND MAINTENANCE CONTRACTS

1.01 GENERAL

Guarantees from Subcontractors shall not limit Contractor's warranties and guarantees to the District. Whenever possible, Contractor shall cause warranties of Subcontractors to be made directly to the District. If such warranties are made to Contractor, Contractor shall assign such warranties to the District prior to final payment.

1.02 WARRANTIES

Warranty of Title:

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver to the premises together with all improvements and appurtenances constructed or placed thereon by him to the District free from any claim, liens, security, and/or interest. No corporation shall have any right to a lien upon the premises or any improvement or appurtenances thereon, provided that this shall not preclude Contractor from installing metering devices and other equipment of utility companies of municipalities, the title of which is commonly retained by the utility company or the municipality. In the event of the installation of any such metering device or equipment, Contractor shall advise the District as to the legal District thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any law permitting such persons to look to funds due to Contractor in the hands of the District. The provisions of this Paragraph shall be inserted in all subcontracts to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

1.03 GUARANTEES

Responsibility:

The General Conditions of the Contract cover the Contractor's responsibility to remedy defects due to faulty workmanship and materials which shall appear within the initial (or any extended) warranty periods from the date of Project acceptance. This requirement is also included in the Performance Bond.

1.04 FORM OF GUARANTEE

Submit written guarantees, in the form contained at the end of this Section.

1.05 SUBMITTAL REQUIREMENTS

- A. Assemble required guarantees, bonds, and service and maintenance contracts.
- B. Number of original signed copies required: Two (2) each.
- C. Table of Contents: Neatly typed and in orderly sequence. Provide complete information for each item as follows:
 - 1. Product or Work item.
 - 2. Firm name, address, and telephone number; and name of principal.
 - 3. Scope.
 - 4. Date of beginning of guarantee, bond, or service and maintenance contract.

Monterey Bay Air Resources District
Roofing Repair

5. Duration of guarantee, bond, or service and maintenance contract.
6. Contractor's name, address, and telephone number; and name of principal.
7. Provide information for the District's personnel:
 - a. Proper procedure in case of failure.
 - b. Circumstances that might affect the validity of guarantee or bond.

1.06 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 1. Size 8-1/2" x 11" sheets punched for 3-ring binder. Fold larger sheets to fit into binders.
 2. Identify each packet on the cover with typed or printed title, "GUARANTEES AND BONDS," and the following:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, 3-ring, with durable and cleanable plastic covers.

1.07 TIME OF SUBMITTALS

- A. Within ten (10) days after date of Substantial Completion, prior to request for final payment.
- B. For Work activities, where Final Completion is delayed materially beyond the date of Substantial Completion, provide updated submittal within ten (10) days after Final Completion, listing the date of Final Completion as the start of the Guarantee to Repair Period.

1.08 SUBMITTALS REQUIRED

- A. Submit guarantees, bonds, and service and maintenance contracts specified in the individual Sections.
- B. Form: Guarantees or warranties for more than the twelve months indicated herein shall be in the form of a guarantee written on the letterhead of Contractor, subcontractor or supplier doing the Work and/or supplying the item to be guaranteed.
- C. Any guarantee form that has not been copied identically from the District's form (sample at end of this Section) and is not on letterhead will not be accepted.
- D. Several Sections of the Specifications require special guarantees and/or extended warranties. Refer to each Section.
- E. See following page for Guarantee template for Contractor use

(CONTRACTOR LETTERHEAD)

GUARANTEE

Project Name: _____ Date: _____

Project Location: _____

Project Number: _____

GUARANTEE FOR _____
(Specification Section and Contract No.)

(The "Contract"), between The District ("The District") and

_____ (Contractor)

(Name of Contractor or Subcontractor)

hereby guarantees to The District that the portion of the Work described as follows:

which it has provided for the above-referenced project, is of good quality; free from defects; free from any liens, claims, and security interests; and has been completed in accordance with Specification Section _____ and the other requirements of the Contract.

The undersigned further agrees that, if at any time within _____ months after the date of the guarantee the undersigned receives notice from The District that the aforesaid portion of the Work is unsatisfactory, faulty, deficient, incomplete, or not in conformance with the requirements of the Contract, the undersigned will, within five (5) calendar days after receipt of such notice, correct, repair, or replace such portion of the Work, together with any other parts of the Work and any other property which is damaged or destroyed as a result of such defective portion of the Work or the correction, repair, or replacement thereof; and that it shall diligently and continuously prosecute such correction, repair, or replacement to completion.

In the event the undersigned fails to commence such correction, repair, or replacement within one (1) calendar day after such notice, or to diligently and continuously prosecute the same to completion, the undersigned, collectively and separately, do hereby authorize The District to undertake such correction, repair, or replacement at the expense of the undersigned; and Contractor will pay to The District promptly upon demand all costs and expenses incurred by The District in connection therewith.

Monterey Bay Air Resources District
Roofing Repair

SUBCONTRACTOR

Signed: _____ Title: _____

Typed Name: _____

Name of Firm: _____

Contractor License Classification: _____

License Number: _____

Address: _____

Telephone Number: _____

CONTRACTOR

Signed: _____ Title: _____

Typed Name: _____

Name of Firm: _____

Date: _____

END OF SECTION 017400

Monterey Bay Air Resources District
Roofing Repair

SECTION 017700

CONTRACT CLOSE-OUT

1.01 CLOSE-OUT PROCEDURES

- A. Close-out Submittals: Prior to final payment and before the District's Representative issues a final Certificate for Payment, following shall be submitted as directed:
1. Maintenance Material (Extra Stock):
 - a. Where called for in the Specifications, deliver to the District at its designated storage location materials, etc., for use in maintenance work.
 - b. Provide list of materials and quantities delivered to the District indicating date and acceptance by the District.
 2. Evidence of compliance with requirements of governing authorities.
 3. Record of all inspections and tests.
 4. Project Record Documents.
 5. Operating and Maintenance Data, Instructions to the District's Personnel in suitable transfer cases.
 6. Evidence of Payment and Release of Liens.
 7. Consent of Surety for final payment.
 8. Guarantees, Bonds, Service and Maintenance contracts as per Section 01740.
- B. Final Adjustment of Accounts: Submit final request for payment to the District. The Contractor will prepare a final Certificate for Payment, reflecting approved adjustments to the Contract Sum not previously made by modifications. Final request shall reflect all adjustments to the Contract Sum as follows:
1. The original Contract Sum, including accepted alternates.
 2. Additions and deductions resulting from:
 - a. Previous modifications (Change Orders).
 - b. Unit prices.
 - c. Deductions for uncorrected Work.
 - d. Deduction for re-inspection payments.
 - e. Retainage.
 - f. Other adjustments.
 3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.

1.02 PREREQUISITES TO FINAL PAYMENT

- A. The Contractor shall satisfactorily fulfill all the following requirements of the Contract before making request for final payment.
 - 1. Work shall be complete and the Contractor shall receive the District's Representative's acceptance of all phases of the Project.
 - 2. Deliver to the District's Representatives and receive the District's Representative's written acceptance of the following:
 - a. Written Guarantees.
 - b. As-built Drawings (original tracings or Mylar reproductions)
 - c. Record of all inspections and tests.
 - d. File of all operations and maintenance manuals.

1.03 PROJECT CLOSE-OUT

- A. Completion of Work: On completion of the Work, the Contractor shall request the final inspection in writing to the District's Representative. In the written request for final inspection, the Contractor shall certify that all work specified in the Contract Documents has been completed, including starting of systems. The final cleaning shall be complete prior to requesting the final inspection.
- B. Deficiencies: If deficiencies and omissions by the Contractor are observed, they will be listed by the District's Representative in a written memo (Punch List) to the Contractor and the District. The Contractor shall correct all listed deficiencies and omissions in a timely manner until all of the Work is in an acceptable condition and will so certify in writing to the District's Representative.
- C. Punch List Inspection: After receipt of the Contractor's certification in writing that all deficiencies have been corrected, the District's Representative will make a Punch List inspection. The District's Representative will notify the Contractor in writing of any items that remain unsatisfactory. The Contractor shall be responsible for all costs for re-inspection due to unsatisfactory work that is incurred by the District after the first Punch List inspection.

1.04 PROJECT RECORD DOCUMENTS

- A. Record Drawings (As-Built Drawings): The Contractor shall be solely responsible for the maintenance and completion of As-Built Drawings, and the following procedure shall be strictly adhered to:
 - 1. In the Contractor's job construction office, there will be one complete set of blue-line prints of the Project Drawings, Shop Drawings and Specifications which shall be recorded thereon by the Contractor.
 - 2. As the Work progresses, a complete and accurate notation of all deviations from the Drawings and Specifications, including but not limited to, work by Change Order, clarifications made via Letters of Instruction, Architect's Supplemental Information, and Requests for Information (RFI's), shall be recorded thereon by the Contractor. Such indications shall be neatly made and kept current. Where exact locations are critical, such as in the case of buried piping or conduit, said locations - both horizontal and vertical - shall be dimensioned.
 - 3. Maintain at the Project site for the District, one record copy of favorably reviewed shop drawings, product data, and samples, field test reports, inspection records, manufacturer's certificates, construction schedule. Store record documents and samples in Field Office apart from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
 - 4. The Contractor shall not request that inspection be made of any Work that has been installed in

Monterey Bay Air Resources District
Roofing Repair

locations contrary to the Drawings until the Contractor properly notes such deviations on the As-Built Drawings.

5. The importance of keeping the Record Drawings accurately, neatly and current cannot be overstressed. The District's Representative may, if the District's Representative deems it necessary, withhold approval of periodic requests for payment if in the District's Representative's judgment the provisions of this Section are not strictly adhered to. All such requests for payment will be approved immediately, assuming all other requirements of the Contract Documents are satisfied, upon the satisfactory current completion of the Record Drawings.
6. Approval by the District's Representative of the Contractor's final request for payment shall be contingent upon the satisfactory completion and delivery to the District of the Record Drawings.
7. Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes. Keep Record Documents and samples available for inspection by the Construction Manager, Architect/Engineer, and District's Inspector.
8. Upon completion of the Project, the Contractor shall deliver this record of all construction changes to the Construction Manager, for transmittal to the Architect, along with a letter which declares that other than the noted changes, "The Project was constructed in conformance with the Contract Documents."

1.05 OPERATING AND MAINTENANCE DATA

- A. Contractor shall assemble and furnish(1) complete electronic PDF format set on CD and three (3) complete sets of all data, except that which is noted to be mounted in frames, in three-ring loose-leaf binders, complete with index, indexed dividers and permanently attached exterior labels on the cover and back of the binder. Bound publications need not be assembled in binders.
- B. Data Required:
 1. Manufacturers' Manuals: Complete installation, operation, maintenance and service manuals and printed instructions and parts lists for all materials and equipment, where such printed matter is regularly available from the manufacturer. This includes, but is not limited to, such service manuals as may be sold by the manufacturer covering the operation and maintenance of the manufacturer's items, and complete replacement parts list sufficiently detailed for parts replacement ordering to the manufacturer.
 2. Equipment Nameplate Data: A typewritten list of all mechanical and electrical equipment showing all equipment nameplate data exactly. Identify equipment by means of names, symbols, and numbers used in the Contract Documents.
 3. System Operating Instructions: Type written instructions covering operation of the entire system as installed (not duplicating manufacturers' instructions for operating individual components). Include schematic flow and control diagrams as appropriate and show or list system valves, control-elements, and equipment components using identification symbols and show proper settings for valves, controls and switches.
 4. System Maintenance Instructions: Type written instructions covering routine maintenance of the system. List each item of equipment requiring inspection, lubrication or service and briefly describe such maintenance, including types of lubricants and frequency of service. It is not intended that these instructions duplicate manufacturers' detailed instructions. Give name, address and phone number of nearest firm authorized or qualified to service equipment or provide parts.
 5. Wall Mounted Data: Frame one set of typewritten system instructions and diagrams as required under Paragraphs 3) and 4) above, covered with glass and mount in locations as directed by the District's Representative.

1.06 INSTRUCTION OF THE DISTRICT'S PERSONNEL BY CONTRACTOR

- A. After Work under this Contract is completed, tested and prior to acceptance by the District and not less than five (5) days after submittal of the Operation and Maintenance Data required in the paragraph above, operate all systems during which time a qualified factory trained representative familiar with the items installed shall instruct and supervise the District's personnel in the operation and maintenance of the equipment and systems.
- B. Any instructions from manufacturers' representatives required under other Sections of the Specifications shall be conducted during this period. This instruction period shall be conducted after completion of all piping and equipment labeling periods through the District's Representative.
- C. Contractor shall make all arrangements and notices for operation and instruction periods through the District's Representative.
- D. This one (1) day instruction period is in addition and subsequent to any period of operation, testing and adjustment called for elsewhere in the Specifications.

1.07 FINAL CLEANING

- A. The Contractor shall provide final cleaning of the Work. The Contractor shall employ experienced workers or professional cleaners for final cleaning. The Contractor shall clean each surface or unit of Work to the condition expected from a normal, commercial building cleaning and maintenance program.
- B. The Contractor shall comply with the manufacturer's instructions for cleaning operations.
- C. The Contractor shall complete the following cleaning operations before requesting the final inspection.
 - 1. Remove labels which are not required as permanent labels.
 - 2. Clean transparent materials, including mirrors and glass in doors and windows, to a polished condition. Remove putty and other substances that are noticeable as vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - 3. Clean exposed exterior and interim hard-surfaced finishes to a dust-free condition, free of dust, stains, films and similar noticeable distracting substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - 4. Wipe surfaces of mechanical and electrical equipment clean. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - 5. Clean the Project site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas to a broom clean condition; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
 - 6. Clean plumbing fixtures to a sanitary condition, vacuum and wipe inside of all electrical panels and cabinet work, clean light fixtures and lamps, clean permanent filters and replace disposable filters of units operated during construction; in addition, clean ducts, blowers and coils when units have been operated without filters during construction.
 - 7. Clean roofs, gutters, downspouts and drainage systems.

1.08 REMOVAL OF TEMPORARY FACILITIES

- A. At the completion of the Work, the Contractor shall remove from the premises all tools, appliances, materials, debris, scaffolding, temporary structures, temporary construction for which the Contractor has been responsible.
- B. At the completion of the Work, the Contractor shall remove or cap all temporary utility lines as directed by the District's Representative.

END OF SECTION 017700

Section 017700 - 4

Monterey Bay Air Resources District
Roofing Repair

Section 017800

Contract Closeout Forms

CONTRACTOR'S CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER

CONSTRUCTION MANAGER

ARCHITECT

TO:

PROJECT: Monterey Bay Air Resource District, Roofing Repair

ATTENTION: On site Construction Manager: _____

FROM: _____
Firm or Corporation

This is to certify that I, _____ am an authorized official
of _____ working in the capacity of _____ and have been properly
authorized by said firm or corporation to sign the following statements pertaining to the subject contact:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described
above has been substantially performed in accordance with, and in conformity to, the contract drawings
and specifications. A list of all incomplete work is attached.

The Contractor hereby releases the Owner and its agents from all claims of and liability to the Contractor
for anything done or furnished for or relating to the work, as specified in the Project Manual, except
demands against the owner for the remainder of progress payments retained to date, and unresolved
written claims prior to this date.

The contract work is now substantially complete, ready for its intended use, and ready for your inspection.
You are requested to issue a Certificate of Substantial Completion.

Signature _____

Date _____

Monterey Bay Air Resources District
Roofing Repair

CONTRACTOR'S CERTIFICATE OF FINAL COMPLETION

OWNER

CONSTRUCTION MANAGER

ARCHITECT

TO:

PROJECT: Monterey Bay Air Resource District, Roofing Repair

ATTENTION: On site Construction Manager: _____

FROM:

Firm or Corporation

This is to certify that I, _____ am an authorized official of _____ working in the capacity of _____ and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge, and do hereby certify, that the work of the contract described above has been substantially performed, and materials used and installed to date in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, excepting the attached list of minor deficiencies and the reasons for each being incomplete to date, for which exemption from final payment requirements is requested (if no exemptions requested, write "none") _____. The work is now ready for your final inspection. The following items required from the Contractor prior to application for final payment are submitted herewith, if any:

I understand that neither the issuance by the Construction Manager of a Notice of Completion, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract documents.

Signature: _____

Date: _____

Monterey Bay Air Resources District
Roofing Repair

FINAL WAIVER OF LIEN

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by _____

to furnish labor and materials for (A) _____ work, under a contract for the
in the City of _____, County of _____, State of California, of which the
_____ is the Owner.

NOW THEREFORE, this _____ day of _____, 20_____, for and in consideration of the sum of (B)
_____ dollars paid simultaneously herewith, the receipt whereof is
hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien*
rights to, or claim of lien with respect to and on said above-described premises, and the improvements
thereon, and on the monies or other consideration due or to become due from the Owner, on account of
labor, services, materials, fixtures, apparatus or machinery heretofore or which may hereafter be
furnished by the undersigned to or for the above-described premises by virtue of said contract.

(C)

(Name of sole ownership, corporation or partnership)

(Signature of Authorized Representative)

Title:

INSTRUCTIONS FOR FINAL WAIVER:

- (A) Fill in nature and extent of work, strike the word labor or the word materials if not in your contract.
- (B) Amount shown should be the amount actually received and equal to total amount of contract as adjusted.
- (C) If waiver is for a corporation name should be used, and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

* The word lien as used herein shall include Stop Orders, Stop Notices, or Freeze Orders on monies or other consideration of the Owner which are due or to become due on the Contract referenced above.

Monterey Bay Air Resources District
Roofing Repair

CONSENT OF SURETY FOR FINAL PAYMENT

PROJECT NAME: Monterey Bay Air Resource District, Roofing Repair

LOCATION: 24580 Silver Cloud Court, Monterey, CA 93940

TYPE OF CONTRACT: _____

AMOUNT OF CONTRACT: _____

In accordance with the provisions of the above-named contract between _____

and the Contractor, the following named surety: _____

on the Payment Bond of the following named Contractor: _____

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its' obligations to the following named Owner (as set forth in said Surety company's bond):

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of _____, 20_____.

(Name of Surety Company)

(Seal Here)

(Signature of Authorized Representative)

Title:

Monterey Bay Air Resources District
Roofing Repair

AFFIDAVIT OF PAYMENT

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by the _____ to furnish labor and materials under a contract dated _____ for the _____ in the County of _____, State of California, of which the _____ is the Owner.

NOW, THEREFORE, this ____ day of _____, 20____, the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract, hereby certifies that, except listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner for each Exception.) _____.

Contractor (Name of sole Ownership, corporation or partnership)

(Signature of Authorized Representative)

Title _____

Monterey Bay Air Resources District
Roofing Repair

AFFIDAVIT OF RELEASE OF LIENS BY THE CONTRACTOR

TO ALL WHOM IT MAY CONCERN:

WHEREAS, the undersigned has been employed by the _____ to furnish labor and materials for Bid # _____ under a contract dated _____ for the Monterey Bay Air Resource District, Roofing Repair in the County of Monterey, State of California, of which the Monterey Bay Air Resource District is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____, the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract, hereby certifies that to the best of his knowledge, information and behalf, except as listed below, the Releases or Waivers of Lien* attached hereto include the Contractor, all subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services, who have or may have liens against any property of the Owner and on the monies or other considerations due or to become due from the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each Exception.) _____.

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Release or Waiver of Liens from Subcontractors and material and equipment suppliers.

Contractor (Name of sole ownership corporation or partnership)

(Signature of Authorized Representative)

Title

* The work lien as used herein shall include Stop Orders, Stop Notices, or Freeze Orders on the monies other consideration of the Owner which are due or to become due on the Contract referenced above.

Monterey Bay Air Resources District
Roofing Repair

HAZARDOUS MATERIALS STATEMENT

THE FORM BELOW IS FURNISHED FOR THE CONVENIENCE OF EQUIPMENT OR MATERIALS MANUFACTURERS, DISTRIBUTORS, SUPPLIERS AND THE CONTRACTOR AND MAY BE REPRODUCED AS NECESSARY TO COMPLY WITH SUBMITTAL DOCUMENTATION AS DEFINED IN "SUPPLEMENTARY CONDITIONS".

I, _____, (Name) Please Print or Type (Title)

of _____, do hereby declare

that in completing the work of the Bid # _____ no manufactured materials assembly/device or item of construction will contain, or in itself is composed of, any materials listed (by Federal or State EPA or Federal or State health agencies) as a hazardous material.

Name

Title

Date

THIS STATEMENT MUST BE NOTARIZED.

Attach the "California All-Purpose Acknowledgement" duly notarized.

Monterey Bay Air Resources District
Roofing Repair
WARRANTY FOR

We hereby warrant that the _____ which we have
provided in the _____ has been completed in accordance with the
requirements of Specification Section _____ and the Contract Documents.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so
doing, that may prove to be defective in its workmanship or material within a period of 1 year from the date of acceptance
of the above named project by the Owner; and we also agree to repair any and all damages resulting from such defects,
all without additional expense to the Owner, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within five (5) day after being notified in writing
by the Owner, we collectively or separately do hereby authorize the Owner to proceed to have such defective work
repaired or replaced and made good at our expense, and we will honor and pay the costs and charges therefore upon
demand.

Signed: _____ Date _____

Subcontractor's name:
Address:
License Number:

Countersigned: _____ Date _____

Contractors name:
Address:
License Number:
or
Manufacturer's Name
Address:

OR

Signed: _____ Date _____

Contractors name:
Address:
License Number:

THIS STATEMENT MUST BE NOTARIZED.
Attach the "California All-Purpose Acknowledgement" duly notarized.

SECTION 07 18 00
PEDESTRIAN TRAFFIC COATINGS

PART 1 GENERAL

1.1 SECTION INCLUDES: Traffic coatings for the following applications:

- A. Grind off existing coating in all pedestrian areas.
- B. New pedestrian traffic-bearing waterproofing system for elevated pedestrian walkways or roof-top areas as indicated on drawings.

1.2 RELATED SECTIONS

- A. 07550 LIQUITEC REINFORCED MEMBRANE ROOFING

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's standard submittal package including specification, installation instructions, and general information for each product indicated. For coatings, indicate VOC content in g/L.
- B. Shop Drawings: Show extent of each traffic coating. Include details for treating substrate joints, cracks, flashings, deck penetrations, and other termination conditions.
- C. Samples for Initial Selection: For each type of finish/system indicated.
- D. Sample Warranty: For Manufacturer's Warranty.

1.4 QUALITY ASSURANCE

- A. Primary polyurethane elastomeric coating system shall be of:
 - 1. Single manufacturer. Manufacturer shall have a minimum of ten (10) years experience in the manufacture of materials of this type.
 - 2. Applicators shall have a minimum of five (5) years of experience in the application of waterproofing materials of the type specified. Applicator shall possess a current "Qualified Applicator" certificate from the specified waterproofing manufacturer.
- B. Materials other than specified shall be submitted to the architect/owner for approval no later than six (6) days prior to bid date. In requesting prior approval, it shall be necessary to submit:
 - 1. A letter of certification, signed by an officer of the manufacturer, stating that the alternative material is equal to or better than the specified product.
 - 2. Independent laboratory test data giving physical property values in comparison to the specified material.
- C. The static coefficient shall exceed the minimum recommendations of the American Disability Act (ADA), for accessible routes, for wet and dry surfaces, and for leather and rubber heel materials.
- D. Single Source Responsibility for Traffic Coating Materials: Obtain traffic coating materials from a single manufacturer for each different product required.

Monterey Bay Air Resources District
Roofing Repair

1.5 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-installation conference approximately two weeks before scheduled commencement of sealant installation and associated work.
- B. Require attendance of installers of traffic coating products and other associated work which must precede or follow traffic coating work as well as, Architect, Owner, and traffic coating manufacturer's representative.
- C. Objectives include:
 - 1. Review foreseeable methods and procedures related to traffic coating work, including set up and mobilization areas for stored material, and phasing.
 - 2. Review safety concerns related to the work including traffic control methods.
 - 3. Tour representative areas of concrete substrates, inspect and discuss condition of substrate and preparatory work.
 - 4. Review Drawings, Specifications and other Contract Documents.
 - 5. Review and finalize schedule related to sealant work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 6. Review required inspection, testing, certifying procedures.
 - 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary weather protection.
 - 8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.
- D. Mock-Ups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.
 - 1. After surface prep and/or coating removal, one representative area will be identified for the traffic coating mock-up. Apply deck coating to at least 200 sq. ft. to demonstrate surface preparation, joint and crack treatment, thickness, texture, color, and standard of workmanship.
 - 2. Remove and re-apply mock-ups until they are approved by product rep.
 - 3. Approved mock-up may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multi-component materials.
- B. Store all coating materials in clean, dry location protected from exposure to direct sunlight. Store materials in the original unopened containers at 50° to 80°F (10° to 27°C) until ready for use.
- C. Store and handle materials in compliance with manufacturer's recommendations to prevent deterioration or damage due to moisture, high/low temperatures, contaminants, or other causes.
- D. Safety: Refer to all applicable data, including, but not limited to MSDS sheets, PDS sheets, product labels and specific instructions for specific personal protection requirements.

Monterey Bay Air Resources District
Roofing Repair

1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Proceed with work of this section only when existing and forecasted weather conditions will permit the application to be performed in accordance with the manufacturer's recommendations.

1.8 WARRANTY

- A. Installer Warranty: The contractor shall guarantee that all work performed will be free from defects in materials and workmanship for a period of two (2) years from the date of Substantial Completion. Upon notice of defect in writing to the contractor within one year after completion of work, the contractor shall, at his own expense, make necessary repairs or replacements of the defective work in question.
- B. Manufacturer's Warranty: Manufacturer's standard form in which traffic coating manufacturer agrees to furnish traffic coating products to repair or replace those that do not comply with performance and other requirements specified in this section within specified warranty period.
 - 1. Warranty Period:
 - a. Dura-Walk Pedestrian Traffic Coating System (Heavy Duty): Ten (10) Years
- C. Dura-Walk Traffic Coating Systems are available for commercial projects only. Contractor must be eligible for, and make application to, The Garland Company, prior to the start of work under this section.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The), which is located at: 3800 E. 91st St.; Cleveland, OH 44105; Toll Free Tel: 800-321-9336; Local Representative Tel: 831-682-6827; Fax: 216-641-0633; Email:tchapman@garlandind.com Web:<http://www.garlandco.com>

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide traffic coating, joint sealants, and other related materials that are compatible with one another and with substrates under conditions of service and application, as demonstrated by traffic coating manufacturer based on testing and field experience.
- B. Colors: Provide color of exposed traffic coating to comply with the following:
 - 1. Provide sample of for review and approval by Owner from manufacturer's full range of standard colors for products of type indicated.

2.3 TRAFFIC COATING

- A. Primer: Dura-Walk FC Primer, two-component high solids Zero VOC epoxy concrete sealer/primer.
- B. Polyurethane Base Coating: Dura-Walk Base Coat, one-component polyurethane coating.
- C. Polyurethane Intermediate Coating: Dura-Walk Top Coat, one-component polyurethane coating.
- D. Polyurethane Top Coating: Dura-Walk Top Coat, one-component polyurethane coating. Note: Dura-Walk Top Coating is available in three different colors.
- E. Aggregate:
 - 1. Uniformly graded, hard non-crushable, non-angular, rounded, washed silica sand

Monterey Bay Air Resources District
Roofing Repair

- (16/30 mesh), unless otherwise specified.
2. Spreading Rate: As recommended by manufacturer for the specified system, substrate, type of aggregate, location, and service conditions indicated.
- F. Joint and Crack Sealant: Green-Lock Sealant XL, single-component joint sealant.
- G. Component Coat Thickness: As recommended by manufacturer for substrate and service conditions indicated, but not less than the following (measured excluding aggregate):
1. Primer: Apply specified primer at 300 sq. ft. per gal
 2. Base Coat: 32 mils wet film thickness (WFT)
 3. Intermediate Coat: 16 mils WFT
 4. Top Coat: 16 mils WFT
 5. Total System Thickness: 64 mils WFT

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that substrate is ready to receive work; surface is clean, dry, and free of substances that could affect bonding or the performance of the new traffic coating.
- B. Verify that the concrete meets the requirements of the coating manufacturer.
- C. Begin coating application only after minimum concrete curing and drying period recommended by the manufacturer has passed, after unsatisfactory conditions have been corrected, and after surfaces are dry.
 1. Verify that substrates are visibly dry and free of moisture.
 - a. Test for vapor transmission by plastic sheet method according to ASTM D4263
 2. Verify that no vapor drive issues will negatively affect the performance of the new traffic coating.
 - a. Calcium chloride test will establish vapor drive issues within the slab that may prevent functional performance of new coating applications. Install several test kits around the area to be coated and compare the weight of the calcium chloride before and after the duration of the test. All testing should be documented and filed as a pre-job checklist item. A detailed outline for the test can be found online at <https://www.humboldtmg.com/vapor-emission-test-kit.html>
- D. Perform adhesion tests per manufacturer's recommendations when going over existing traffic coating membranes or coatings.
- E. Verify that all other work involved with this area, done under other sections, has been completed and accepted by the architect and general contractor prior to starting the waterproofing application.
- F. Application of coating indicates acceptance of surface and conditions.

3.2 PREPARATION

- A. Surface Cleaning: Clean substrate to remove any and all surface contaminants. Concrete surfaces must be thoroughly clean, dry and free from any surface contaminants or cleaning residue. Acceptable methods of cleaning are sandblasting, shotblasting or mechanical grinding followed by the complete removal of any residue. Concrete surface profile required for Dura-Walk coating is CSP-3.
- B. Mask off all adjoining areas that are not to receive traffic coating.
- C. Provide a suitable workstation to mix the coating materials.

Monterey Bay Air Resources District
Roofing Repair

- D. The concrete surfaces shall be of sound structural grade (3000 psi compressive strength recommended), of adequate design and thickness, and shall have a steel troweled followed by a fine broom finish, free of fins, ridges, voids or air entrained holes.
- E. Concrete: Special attention should be given to smoothness of surface and freedom from contaminants including paint or previous coatings. Consult your Garland representative for alternate procedures for coating over existing coatings. Such procedures are highly dependent on specific job conditions. Curing compounds if used shall be removed by shotblasting. In the event specifications are not met, the following corrective procedures are recommended.
 - 1. Surface Contaminants: Wipe up grease or oil with a solvent and absorbent sweeping material. Disposal of this material should be in accordance with local laws and codes. Wash with solvent-alkaline cleaners diluted one part cleaner and five parts water. Rinse thoroughly with clean water.
 - a. Remove curing compounds by shotblasting. Grinding may remove heavy deposits of contaminants.
 - 2. Fins and projections: Grind smooth.
 - 3. Rock Pockets and Depressions: Commercially available concrete patching compounds can be used provided they contain no bitumen based binders. Only those patching compounds utilizing a binder are recommended for patching. Neat cement sacking is NOT an acceptable surface preparation for coatings.
 - 4. Small/Shallow Depth Concrete Repairs – Perma-Top Patch Kit: Sound the concrete to outline the size and shape of the spalled and/or debonded concrete area. Saw cut the perimeter of the repair area to prevent feathering out of the patch material. Chipped out the deteriorated concrete and around the reinforcing steel. Sandblast or grind the reinforcing steel and patch area to remove rust and surface contaminants that would prevent good adhesion of the repair material. Patch with Perma-Top Repair Kit per the product data sheets. See typical shallow depth concrete repair detail for more information.
 - 5. Deep/Larger Concrete Repairs – Please contact the Garland Technical Specialist.
 - 6. Heavily Pitted Areas of Concrete – Leveling Course: Shotblast or grind the pitted areas. Use a notched squeegee to float Treadshield Flex Primer over the pitted areas and broadcast sand aggregate into the epoxy while it is still wet. Allow to cure before installing Dura-Walk Traffic Coating system.

3.3 TERMINATIONS AND PENETRATIONS

- A. Prepare vertical and horizontal surfaces at terminations and penetrations through the traffic coatings and at expansions joints, drains, and sleeves by installing Green-Lock Sealant XL per the manufacturer's specifications.

3.4 JOINT AND CRACK TREATMENT

- A. Rout all cracks > 1/16" and caulk with Garland single-component Green-Lock Sealant XL.
- B. Remove and replace sealant at all expansion, control, cove, and construction joints with Green-Lock Sealant XL.

3.5 WALLS AND EDGE DETAILING

- A. Apply a cove joint of sealant at the deck to wall transition. Apply a detail coat of FC Primer and 23 mil Base Coat, turning up the wall 4" (refer to details and Application Guide for reference).
- B. For slab edges, turn down face of slab edge 4" with FC Primer, Base Coat and Top Coat applications.

Monterey Bay Air Resources District
Roofing Repair

3.6 INSTALLATION

A. DURA-WALK PEDESTRIAN TRAFFIC COATING SYSTEM (LIGHT DUTY)

1. Technical Advice: The installation of this waterproofing membrane shall be accomplished in the presence of, or with the advice of the manufacturer's technical representative. Contact the nearest regional office for assistance.
2. Detail Work: Apply a 4" wide application of Dura-Walk FC Primer followed by a 23 mil detail coat of Dura-Walk Base Coat at all cracks, transitions, movement joints, control joints and cove joints.
3. Primer: Prime all surfaces to be coated with Dura-Walk FC Primer at the rate of 300 sf/gal, mix only as much as can be used in a 2-hour period and allow to cure.
4. Base Coat: Install 32 mil application of Dura-Walk Base Coat at the rate of 50 sf/gal in low humidity conditions (< 75% R.H.). Apply Base Coat with a notched squeegee and back roll with a heavy-duty nap roller to help avoid pin holes and squeegee lines. Repair any pinholes as they occur. Allow Base Coat to cure overnight for at least 16 hours or until tacky and not wet (but not more than 72 hours before installing the next intermediate or top coat).
5. Top Coat: Install 16 mil application of Dura-Walk Top Coat in the desired color (Sidewalk Gray) at the rate of 100 sf/ gal in low humidity conditions (< 75% R.H.). Apply Top Coat with a notched squeegee. While coating is still wet, broadcast 16/30 rounded sand aggregate uniformly into wet coating with a seed spreader at a rate of 10-20 lbs / 100 sf. Note: A seed spreader tends to work very well in lieu of spreading by hand which typically results in uneven aggregate. Back roll with a heavy-duty nap roller to help avoid pinholes and squeegee lines. Repair any pin holes as they occur. Allow Top Coat to cure overnight for at least 16 hours for foot traffic (72 hours for vehicular traffic).

B. DURA-WALK PEDESTRIAN TRAFFIC COATING SYSTEM (HEAVY DUTY)

1. Technical Advice: The installation of this waterproofing membrane shall be accomplished in the presence of, or with the advice of the manufacturer's technical representative. Contact the nearest regional office for assistance.
2. Detail Work: Apply a 4" wide application of Dura-Walk FC Primer followed by a 23 mil detail coat of Dura-Walk Base Coat at all cracks, transitions, movement joints, control joints and cove joints.
3. Primer: Prime all surfaces to be coated with Dura-Walk FC Primer at the rate of 300 sf/gal, mix only as much as can be used in a 2-hour period and allow to cure.
4. Base Coat: Install 32 mil application of Dura-Walk Base Coat at the rate of 50 sf/gal in low humidity conditions (< 75% R.H.). Apply Base Coat with a notched squeegee and back roll with a heavy-duty nap roller to help avoid pin holes and squeegee lines. Repair any pinholes as they occur. Allow Base Coat to cure overnight for at least 16 hours or until tacky and not wet (but not more than 72 hours before installing the next intermediate or top coat).
5. Intermediate Coat: 5. Intermediate Coat: Install 16 mil application of Dura-Walk Top Coat at the rate of 100 sf/ gal in low humidity conditions (< 75% R.H.). Apply Intermediate Coat with a notched squeegee. While coating is still wet, broadcast 16/30 rounded sand aggregate uniformly into wet coating with a seed spreader at a rate of 10-20 lbs / 100 sf. Note: A seed spreader tends to work very well in lieu of spreading by hand which typically results in uneven aggregate. Back roll with a heavy-duty nap roller to help avoid pinholes and squeegee lines. Repair any pin holes as they occur. Allow the Intermediate Coat to cure overnight for at least 16 hours or until tacky and not wet (but not more than 72 hours before installing the next intermediate or top coat).
6. Top Coat: Install 16 mil application of Dura-Walk Top Coat in the desired color (Sidewalk Gray) at the rate of 100 sf/ gal in low humidity conditions (< 75% R.H.). Apply Top Coat with a notched squeegee. While coating is still wet, broadcast 16/30 rounded sand aggregate uniformly into wet coating with a seed spreader at a rate of

Monterey Bay Air Resources District
Roofing Repair

10-20 lbs / 100 sf. Note: A seed spreader tends to work very well in lieu of spreading by hand which typically results in uneven aggregate. Back roll with a heavy-duty nap roller to help avoid pinholes and squeegee lines. Repair any pin holes as they occur. Allow Top Coat to cure overnight for at least 16 hours for foot traffic (72 hours for vehicular traffic).

C. DURA-WALK VEHICULAR TRAFFIC COATING SYSTEM

1. Technical Advice: The installation of this waterproofing membrane shall be accomplished in the presence of, or with the advice of the manufacturer's technical representative. Contact the nearest regional office for assistance.
2. Detail Work: Apply a 4" wide application of Dura-Walk FC Primer followed by a 23 mil detail coat of Dura-Walk Base Coat at all cracks, transitions, movement joints, control joints and cove joints.
3. Primer: Prime all surfaces to be coated with Dura-Walk FC Primer at the rate of 300 sf/gal, mix only as much as can be used in a 2-hour period and allow to cure.
4. Base Coat: Install 32 mil application of Dura-Walk Base Coat at the rate of 50 sf/gal in low humidity conditions (< 75% R.H.). Apply Base Coat with a notched squeegee and back roll with a heavy-duty nap roller to help avoid pin holes and squeegee lines. Repair any pinholes as they occur. Allow Base Coat to cure overnight for at least 16 hours or until tacky and not wet (but not more than 72 hours before installing the next intermediate or top coat).
5. Intermediate Coat: 5. Intermediate Coat: Install 16 mil application of Dura-Walk Top Coat at the rate of 100 sf/ gal in low humidity conditions (< 75% R.H.). Apply Intermediate Coat with a notched squeegee. While coating is still wet, broadcast 1630 rounded sand aggregate uniformly into wet coating with a seed spreader at a rate of 10-20 lbs / 100 sf. Note: A seed spreader tends to work very well in lieu of spreading by hand which typically results in uneven aggregate. Back roll with a heavy-duty nap roller to help avoid pinholes and squeegee lines. Repair any pin holes as they occur. Allow the Intermediate Coat to cure overnight for at least 16 hours or until tacky and not wet (but not more than 72 hours before installing the next intermediate or top coat).
6. Ramps and Turn Radius: Install an additional 16 mil application of Dura-Walk Top Coat at a rate of 100 sf/ gal in low humidity conditions (< 75% R.H.). Apply Top Coat with a notched squeegee. While coating is still wet, broadcast 16/30 rounded sand aggregate uniformly into wet coating with a seed spreader at a rate of 10-20 lbs / 100 sf. Note: A seed spreader tends to work very well in lieu of spreading by hand which typically results in uneven aggregate. Back roll with a heavy-duty nap roller to help avoid pinholes and squeegee lines. Repair any pin holes as they occur. Allow Top Coat to cure overnight for at least 16 hours or until tacky and not wet (but not more than 72 hours before installing intermediate or top coat).
7. Top Coat: Install 16 mil application of Dura-Walk Top Coat in the desired color (Sidewalk Gray) at the rate of 100 sf/ gal in low humidity conditions (< 75% R.H.). Apply Top Coat with a notched squeegee. While coating is still wet, broadcast 16/30 rounded sand aggregate uniformly into wet coating with a seed spreader at a rate of 10-20 lbs / 100 sf. Note: A seed spreader tends to work very well in lieu of spreading by hand which typically results in uneven aggregate. Back roll with a heavy-duty nap roller to help avoid pinholes and squeegee lines. Repair any pin holes as they occur. Allow Top Coat to cure overnight for at least 16 hours for foot traffic (72 hours for vehicular traffic).

3.7 CLEANING AND PROTECTION

- A. Protect traffic coatings from damage and wear during the remainder of construction period.
- B. Clean spillage from adjacent construction using cleaning agents and procedures

Monterey Bay Air Resources District
Roofing Repair

recommended by the manufacturer of affected construction.

- C. Coordinate traffic re-striping and phasing operations with Owner.

END OF SECTION

SECTION 075500
LIQUITEC REINFORCED MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Cold Applied 2-Ply Solvent Free Asphalt Roofing (2.5)(3.4)
- B. Accessories. (2.19)

1.2 RELATED SECTIONS

- A. Section 07220 - Insulation Board: Insulation and fastening.

1.3 REFERENCES

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- D. ASTM D 1970 - Specification for Sheet Materials, Self-Adhering Polymer Modified Bituminous, Used as Steep Roofing Underlayment for Ice Dam Protection.
- E. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- F. ASTM D 1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
- G. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- H. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- I. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
- J. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
- L. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- M. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- N. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.

Monterey Bay Air Resources District
Roofing Repair

- O. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- P. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.
- Q. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
- R. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- S. Factory Mutual Research (FM): Roof Assembly Classifications.
- T. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- U. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- V. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- W. Warnock Hersey (WH): Fire Hazard Classifications.
- X. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- Y. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- Z. UL - Fire Resistance Directory.
- AA. FM Approvals - Roof Coverings and/or RoofNav assembly database.
- BB. FBC - Florida Building Code.
- CC. Miami-Dade Building Code Compliance - N.O.A. (Notice of Acceptance).
- DD. California Title 24 Energy Efficient Standards.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Factory Mutual Class A Rating.
- C. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.
- D. LEED: Roof system shall meet the reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- E. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.
- F. Roof system shall have been tested in compliance with the following codes and test requirements:
 - a. Roofing Cements and Coatings
 - 1) Garland Coatings and Mastics N.O.A.

Monterey Bay Air Resources District
Roofing Repair

2. Cool Roof Rating Council: CRRC Directory CRRC 0700-0035

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
 2. Storage and handling requirements and recommendations.
 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- E. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
 2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.
 3. Product reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- F. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio based materials.
- G. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- H. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- I. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 77 deg. F. Tests at 0 deg. F will not be considered.
- J. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience

Monterey Bay Air Resources District Roofing Repair

and must not have been in Chapter 11 bankruptcy during the last five years.

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

1.7 PRE-INSTALLATION MEETINGS

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

1.8 DELIVERY, STORAGE, AND HANDLING

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

Monterey Bay Air Resources District
Roofing Repair

1.9 COORDINATION

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

1.10 PROJECT CONDITIONS

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

1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - a. 20 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. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Local representative: Tom Chapman Phone: 831-682-6827. Fax: 216-641-0633. tchapman@garlandind.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.
- C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
 - 1. Bidder will not be allowed to change materials after the bid opening date.
 - 2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
 - 3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
 - a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - b. Will provide the same guarantee for substitution as for the product and method specified.
 - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
 - d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
 - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
 - f. Will reimburse the Owner for all redesign cost by the Architect for

Monterey Bay Air Resources District
Roofing Repair

accommodation of the substitution.

4. Architect/ Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractors request for manufacturer substitution.

2.2 COLD APPLIED 2-PLY SOLVENT FREE ASPHALT ROOFING - STRESSPLY, OPTIMAX, OR VERSIPLY

- A. Remove all gravel surfacing on scarify the imbedded gravel to achieve smooth surface.
 1. Install ½" Fiberboard in Insulock HR adhesive fully adhered to exiting roof surface.
- B. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
 1. FlexBase 80:
- C. Interply Adhesive: (Layer 1 and 2)
 1. Green-Lock Plus Membrane Adhesive:
- D. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive: except torch sheet.
 1. VersiPly 40:
- E. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive: except torch sheet.
 1. StressPly EUV FR Mineral:
- F. Install 1 layer of Liquitec coating at 3 gal. per sq., reinforce with Polyester Soft and Top coat with an additional layer of Liquitec coating at 2-3 gal per sq.

2.3 ACCESSORIES:

- A. Roof Insulation: Viking ½" fiberboard. 4'x8' board, set in Insulock HR adhesive.

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.

Monterey Bay Air Resources District Roofing Repair

3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
 7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.
- B. Poured reinforced concrete
1. Shall be smooth, dry, clean and free of ice/frost, projections and depressions. Concrete shall be fully cured and the surface shall be broom cleaned and free of release/curing agents prior to commencement of work.
 2. Prepared concrete surfaces for roofing or insulation by priming with asphalt/concrete primer conforming to ASTM D 41. Apply at a rate of approx. 1 gallon/100 sq. ft. (.4 L/m²). All primed areas shall be fully dried before proceeding with the application of the roof system. Hold back bitumen at the joints approximately 4 inches (102 mm) to prevent bitumen drippage.

3.3 INSTALLATION - GENERAL

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

3.4 INSTALLATION COLD APPLIED ROOF SYSTEM

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

Monterey Bay Air Resources District
Roofing Repair

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

1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
 2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
 3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
 4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
 5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
 6. Install base flashing ply to all perimeter and projection details.
 7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.
- B. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- C. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
 3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- D. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- E. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.
- F. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152

Monterey Bay Air Resources District
Roofing Repair

- mm) O.C. and sealed at top.
 5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.
 6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- G. Flashing Cap Ply:
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 6. All stripping shall be installed prior to flashing cap sheet installation.
 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- H. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures.
- I. Roof Walkways: Install additional layer in indicated area with Garland Yellow traffic granules to refusal.

3.5 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.

3.6 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.

Monterey Bay Air Resources District
Roofing Repair

- 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.

3.7 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent and 90 percent completion. Provide a final inspection upon completion of the Work.
 - 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 - 2. Field observations shall be performed by a 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.

3.8 SCHEDULES

- A. Base (Ply) Sheet:
 - 1. FlexBase 80: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a dual fiberglass reinforced scrim, performance requirements according to ASTM D 5147.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 7% XD 7%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 7% XD 7%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34.4 deg. C)
- B. Interply Adhesive:
 - 1. Green-Lock Plus Membrane Adhesive: Cold applied solvent free membrane adhesive: zero V.O.C. compliant performance requirements:
 - a. Non-Volatile Content ASTM D 4586 100%
 - b. Density ASTM D 1475 12.3 lbs./gal. (1.47 g/cm³)
 - c. Viscosity Brookfield Spindle T-E at 5 rpm 124,000 cPs.
 - d. Flash Point ASTM D 93 400 deg. F min. (232 deg. C)
 - e. Slope: up to 3:12
- C. Flashing Base Ply:
 - 1. VersiPly 40: 40 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet with dual fiberglass reinforced scrim.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 215 lbf/in XD 215 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 37.5 kN/m XD 37.5 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in./min. @ 73.4 +/- 3.6 deg. F MD 275 lbf XD 275 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1223 N XD 1223 N
 - c. Elongation at Maximum Tensile, ASTM D 5147

Monterey Bay Air Resources District
Roofing Repair

- 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 4.5% XD 4.5%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 4.5% XD 4.5%
 - d. Low Temperature Flexibility, ASTM D 5147
 - 1) Passes -30 deg. F (-34 deg. C). Meets or Exceeds ASTM D 4601 Type II Performance Criteria.
- D. Surfacing:
1. Flashing Cap (Ply) Sheet:
 - a. StressPly EUV FR Mineral: 160 mil SBS and SIS (Styrene-Butadiene-Styrene and Styrene-Isoprene-Styrene) rubber modified membrane incorporating post-consumer recycled rubber, fire retardant additives and reinforced with a fiberglass and polyester composite scrim. Surfaced with the highly reflective Sunburst white mineral. ASTM D 6162, Type III Grade G
 - 1) Tensile Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 700 lbf/in XD 750 lbf/in
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 122.5 kN/m XD 131.25 kN/m
 - 2) Tear Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 1300 lbf XD 1400 lbf
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 5783 N XD 6227 N
 - 3) Elongation at Maximum Tensile, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6.0% XD 6.0%
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 6.0% XD 6.0%
 - 4) Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)
 - 5) Reflectivity, ASTM C 1549: 73%
- E. Liquitec Coating, Polyester Soft reinforcement.

END OF SECTION