



CITY OF ALAMEDA
ALAMEDA COUNTY, CALIFORNIA

PROJECT SPECIFICATIONS AND NOTICE INVITING BIDS
FOR

**MAINTENANCE SERVICE CENTER
ROOF REPLACEMENT
PW No. 09-16-18
CIP NO. 91609**

Please direct all questions to:

Abdulla Ahmed, Project Manager II
aahmed@alamedaca.gov
510-747-7939
City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501

September 21, 2016

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CITY ENGINEER'S APPROVAL

THE PROJECT SPECIFICATIONS CONTAINED HEREIN, FOR ALAMEDA MAINTENANCE CENTER ROOF REPLACEMENT, HAVE BEEN APPROVED BY THE CITY ENGINEER IN ACCORDANCE WITH CITY OF ALAMEDA ORDINANCE NO. 3154 AND CALIFORNIA GOVERNMENT CODE 830.6.

Shahram Aghamir

Shahram Aghamir, P.E.
City Engineer
City of Alameda, CA

September 21, 2016

Date

CITY OF ALAMEDA, CALIFORNIA
NOTICE INVITING BIDS

**MAINTENANCE SERVICE CENTER ROOF REPLACEMENT
PW No. 09-16-18**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Alameda Public Works Department, for furnishing all labor services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefore, as provided in the contract documents, for **MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18.**

MANDATORY PRE-BID MEETING:

DATE: Wednesday, September 28, 2016

TIME: 10:00 AM

**LOCATION: Maintenance Service Center
1616 Fortmann Way
Alameda, CA 94501**

BID OPENING DATE, TIME, AND LOCATION: Bids will be received and publicly opened and read aloud on:

DATE: Monday, October 10, 2016

TIME: 10:00:00 AM

**LOCATION: Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501**

Any bids received after the scheduled closing date and time for receipt of bids shall be returned unopened.

All bids shall be submitted in sealed envelopes and marked on the outside as follows "**CITY OF ALAMEDA - SEALED BID FOR MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18.**"

LOCATION OF THE WORK: The work to be performed hereunder is located at the Alameda Maintenance Service Center, 1616 Fortmann Way, Alameda, CA 94501.

DESCRIPTION OF WORK: The work includes, but not limited to, the complete installation of IB Roof System that remains watertight, resists specified uplift pressures and exposure to normal weathering conditions without failure. Roofing materials and accessories shall be tested and compatible for use within the assembly, installed in accordance with manufacturer requirements and project specifications and contract documents.

Contractor shall implement BMPs to protect occupants and the general public from drift, noise or any other identified or known nuisance created or as a result of the project. The Contractor shall be responsible for any and all kinds of damage to the work or property caused by the contractor's employees.

All work shall conform to all applicable State, local, regional and Federal codes, ordinances, and regulations as prescribed by the City. A general project site layout (**Exhibit A**) showing the existing structures will be referred to as a guide. Measurements, counts, and verification of the quantities remain the responsibility of the Contractor.

ENGINEER'S CONSTRUCTION COST ESTIMATE: The Engineer's construction cost estimate for the project is \$300,000.00 (rounded to the nearest ten thousand).

LICENSE REQUIREMENT: Prime Contractor must possess a **valid Class C-39** (Roofing) or **B** (General Building Contractor) licenses, issued by the California Contractors State License Board. At the time of submitting the bid, the Bidder shall be licensed as a contractor in accordance with the provisions of California Business and Professions Code Chapter 9, Division 3.

Pursuant to Public Contract code Section 22300, for monies earned by the Contractor and withheld by the City of Alameda to ensure the performance of the contract, the contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

COMPLETION OF WORK AND LIQUIDATED DAMAGES: All work shall be completed in forty five (45) Calendar Days from the date specified in the Notice to Proceed (NTP). Liquidated damages shall be Nine Hundred Dollars (\$900) per calendar day, for each and every calendar day's delay in finishing the work, in excess of the number of calendar days prescribed above.

AWARD OF CONTRACT: The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City, and waive any informalities or irregularities in the bids. The contract will be awarded, if at all, to the lowest, responsible, and responsive bidder that submits the lowest responsive bid.

The lowest bid will be determined on the basis of Base Bid only. Each bid must conform and be responsive to all pertinent Bidding and Contract Documents

Any Addenda, issued before the time in which to submit Bids expires, shall form a part of the Contract Documents and shall be included in the Bid. Bidders shall acknowledge and confirm receipt of any and all addenda in their Bid proposals.

PREVAILING WAGES. This project is subject to the requirements of California Labor Code Section 1770 et seq. and Section 2-67 of the Alameda Municipal Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractor and all subcontractors shall pay not less than the prevailing rate of wages to all workers on the Project. If federal funding is included in the project, the higher of the State or Federal wage rates shall be paid.

The State wage rates are available at the Department of Public Works, at the address above and online at www.dir.car.gov.

BID SECURITY. Each Bid must be accompanied by Bid Security in the form of cash, a certified check, a cashier's check, or a Bid Bond, in the amount of ten percent (10%) of the total of the Bid. Checks shall be made payable to the City of Alameda. Bid Bonds shall be on the form provided in the Bid Forms.

Checks shall be made payable to the City of Alameda. Bid Bonds shall be on the form provided in the Bid Forms.

BONDS. The successful Bidder shall furnish a Performance Bond in the sum of one hundred percent (100%) of the Contract Bid to guarantee the performance of the Contract, and a Payment Bond in the sum of one hundred percent (100%) of the Contract Price.

PROJECT ADMINISTRATION: All questions related to this project, prior to opening bids, shall be prepared in writing and transmitted to the attention of Abdulla Ahmed, Project Manager II, by e-mail only at aahmed@alamedaca.gov. Phone questions or inquiries will not be accepted.

No inquiries will be accepted three (3) business days prior to the bid opening date as this would not allow time to respond to all plan holders.

By: Shahram Aghamir
Shahram Aghamir, P.E., City Engineer

Date: September 21, 2016

Publication Date: September 21, 2016.

END OF NOTICE INVITING BIDS

CITY OF ALAMEDA
CALIFORNIA

**MAINTENANCE SERVICE CENTER
ROOF REPLACEMENT
PW No. 09-16-18**

SECTION I

PROPOSAL AND CONTRACT REQUIREMENTS

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CITY OF ALAMEDA
CALIFORNIA

SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS

A. GENERAL INFORMATION. The City of Alameda will receive sealed bid at the time and place specified in the Notice Inviting Bids for:

MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18

Electronic specifications and bidder's forms for bidding this project can only be obtained at the City of Alameda website, <http://alamedaca.gov/business/bids-rfps>, www.cityofalamedaca.gov/Business/Bids-RFPs, or by calling (510) 747-7900. There is no cost for the specifications.

B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK. The bidder is required to examine carefully the site and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract.

C. DESIGNATIONS. As used herein "City" shall mean the City of Alameda; "Council" or "City Council" shall mean the Council of the City; "City Manager" shall mean the City Manager of the City; "Engineer" or "City Engineer" shall mean the City Engineer or City Engineer's designee of the City; "Director" shall mean the Public Works Director of the City; and "Contractor" shall mean the lowest, responsible, and responsive bidder who is awarded the contract for the work; Project Specifications mean and include the following: Approved Plans, Notice Inviting Bids, General and Special Provisions, Exhibits and Attachments, Contract Agreement and Amendments, Bid Proposal, and Bid Addendum, Change Orders, and Record Drawings (As-Built plans).

D. PROPOSAL FORM. All bids must be made upon blank forms which are included in these specifications.

All bids must give the prices proposed, both in writing and in figures. Bids must be signed by the Bidder. If the proposal is signed by an individual, that individual's name and business address must be shown. If made by a firm or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary and treasurer.

E. BIDDER'S GUARANTY. All bids shall be accompanied by one of the following forms of bidder's guaranty: cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the City of Alameda. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it. If, in lieu of depositing cash, a cashier's check, or a certified check, the bidder submits a bidder's bond, the said bond shall, in form, be satisfactory to the City Attorney of the City of Alameda. A Bid Bond form is provided in Exhibit H.

Said bidder's guaranty which is submitted according to the above paragraph shall, in the event of the failure, for any reason, of the successful bidder or bidders to execute the contract as awarded, be deemed to be liquidated damages to be retained in full by the City of Alameda, but shall not be construed as a penalty for failure to execute said contract. The full amount of the said bidder's guaranty shall also be retained in full by the City of Alameda as consideration payable to the City of Alameda for engineering, accounting and clerical services in formulating specifications for such bid or bids, for advertising costs to the City of Alameda in connection with such bid or bids, and further, as consideration for the award of such contract to such bidder or bidders.

F. RETURN OF BIDDER'S GUARANTIES. Within ten (10) days after the award of the contract, the Public Works staff will return the proposal guaranties accompanying the bids which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompanied.

G. TAXES. Bids must include all state and federal taxes applicable to the transaction.

H. SUBCONTRACTORS. All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, located in Sections 4100 through 4112 of the California Public Contract Code. A copy of said Act is available in the office of the City Engineer. Said Act is hereby made a part of the specifications on the above-mentioned job and all contractors submitting bids shall accompany the bid with information regarding subcontractors as therein provided. All Subcontractors shall have a current City of Alameda business license.

I. REJECTION OR RETURN OF BIDS. Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved to reject any and all bids. The City reserves the right to return bids unopened.

J. BID PROTEST. Any bid protest must be submitted in writing to the Public Works Director, City of Alameda Public Works Department, City Hall West, 950 West Mall Square, Room 110, Alameda, CA 94501 before 5:00 p.m. of the 10th business day following bid opening.

1. The initial protest document shall contain a complete statement of the basis for the protest.
2. The protest shall refer to the specific portion of the document which forms the basis for the protest.
3. The protest shall include the name, address, and telephone number of the person representing the protesting party.
4. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. The Public Works Director will issue a decision on the protest. If the Public Works Director determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
6. The procedure and time limits set forth in this paragraph are mandatory and are the

Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

K. AWARD OF CONTRACT. The award of contract, if it to be awarded, will be to the lowest responsible, and responsive bidder who submits the lowest and best bid and whose proposal complies with all requirements described herein. The award, if made, will be made within ninety (90) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. In the event of a delay the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

Contracts, bonds, insurance, and other documents identified in these specifications and special provisions are to be delivered to the following City address:

**City of Alameda
City Hall West
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501**

L. EXECUTION OF CONTRACT. The contract, in form and content satisfactory to the City, may be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). If awarded by the City Council, at least five (5) business days prior to the anticipated award date, the Contractor will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include two (2) copies of the contract executed by the Contractor, proof of insurance and Payment and Performance bonds. The Contractor will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute a contract and file acceptable bonds and insurance as provided herein within the time frame outlined above shall be just cause for the annulment of the award and the forfeiture of the bidder's guaranty.

M. CONTRACT BONDS. The Contractor shall furnish two good and sufficient bonds. One of the bonds shall be executed in a sum equal to at least one hundred percent (100%) of the contract price, which shall be furnished as required by the Terms of Section 3247 to 3252 of the Civil Code of the State of California (see Exhibit G). The other bond shall guaranty faithful performance of the said contract by the Contractor and shall be executed in a sum equal to at least one hundred percent (100%) of the contract price (see Exhibit F). Bonds shall be furnished by a surety company satisfactory to the City of Alameda.

Whenever any surety or sureties on any such bonds, or any bonds required by law for the protection of the claims of laborers and materials, become insufficient or the City Engineer has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for further bond or bonds or additional surety not exceeding that originally required, as is considered necessary, taking into account the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor, or any assignee of the Contractor, until such further bond or bonds or additional surety has been furnished. Faithful performance bonds, whether by individual or corporate surety, shall in addition to other terms and conditions, contain the conditions that (1) death of

the named principal shall not operate as a release of the obligation hereunder of the surety, and (2) extensions of time, if any, granted by the City to Contractor for performance of the work covered by said bond shall extend for a like time the period of limitations during which surety shall remain bound by the said undertaking.

CITY OF ALAMEDA
CALIFORNIA

**MAINTENANCE SERVICE CENTER
ROOF REPLACEMENT
PW No. 09-16-18**

SECTION II

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SECTION II. LEGAL RELATIONS AND RESPONSIBILITIES

A. **LAWS TO BE OBSERVED.** The Contractor shall keep himself/herself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS.

1. Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

2. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

5. Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

C. PREVAILING WAGES:

1. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

2. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify, and hold the City, its elected officials,

officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

3. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

4. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

5. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

6. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

7. Pursuant to Labor Code §1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.

8. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

9. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at www.dir.ca.gov.

D. HOURS OF LABOR.

1. As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public

work provided that the employees' 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.

2. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

3. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

E. CERTIFIED PAYROLL.

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

F. APPRENTICES.

1. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

2. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

4. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

G. LABOR DISCRIMINATION. No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

H. REGISTRATION OF CONTRACTORS. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and

Professional Code of the State of California. All Contractors must have the required license classifications, stipulated in the Notice Inviting Bids (NIB), that allows them to complete the work specified herein, in a professional manner consistent with these specifications.

I. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including City of Alameda business licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost for a City of Alameda business license is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

The following permit(s) and/or license(s) are required for this project:

1. A City of Alameda Business License from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.

J. PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and hold harmless the City of Alameda, its officers, employees and agents from all suits at law or actions of any nature, damages, royalties and costs on account of the use of any patented materials, equipment, devices or processes.

K. RESPONSIBILITY FOR DAMAGES. The City of Alameda, its officers, employees and agents shall not be answerable or accountable in any manner for any loss or damage to the work or any part thereof, nor to any material or equipment used in performing the work, nor for injury or damage to any person or persons, either workers or the public, nor for damage to adjoining property from any cause whatsoever during the progress of the work nor at any time before final acceptance.

L. CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Except as provided above, until formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor will not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contracted amount.

M. SAFETY PROVISIONS. The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health of the Industrial Relations Department (CAL-OSHA).

N. NO PERSONAL LIABILITY. Neither the City Council, City Manager, the City Engineer, nor any other City officer, authorized assistant or agent shall be personally responsible for any liability arising under this contract.

O. RESPONSIBILITY OF CITY. The City of Alameda shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

P. PUBLIC CONVENIENCE AND SAFETY. The Contractor shall so conduct operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary or as required by the Engineer to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the Contractor's equipment or machinery.

The use of Flex-o-Lite Model No. 501, or approved equal, will be permitted only in specifically approved locations and only to the extent of 50 percent of the total amount of necessary lighting. Other models of lesser candle power may be permitted in some approved locations at a lesser percentage.

Q. NOTICES TO CONTRACTOR. Any notice required to be given to the Contractor by the City of Alameda or by the City Engineer or by any officer of said City may be given to said Contractor at the address shown in the Contractor's proposal. Such notice may be given by mailing a copy of said notice to the Contractor to such address by United States certified mail. Evidence of such mailing shall be deemed the equivalent of personal services of said notice.

R. UTILITIES. The location of railroad tracks, utility facilities and other structures shall be the responsibility of the Contractor. The Contractor shall contact the Engineer of those tracks, facilities and structures for any information that may be required. The Contractor shall contact Underground Services Alert (USA) at 800-642-2444 forty-eight (48) hours prior to commencement of work.

Where existing sewers and storm drains cross or interfere in any way with construction under this contract, they shall be left in place and the Contractor shall work around them, or where feasible and practical, the Contractor may, with the permission of the City Engineer, remove and replace them at his/her own expense. Precautions shall be exercised to provide bearing under existing sewer lines so encountered to preclude settlement during or after the term of the contract. In the event that some of these sewers are abandoned, they may, with the permission of the City Engineer, be removed and not replaced. The Contractor shall provide submittals for the Engineer's review and approval for supporting utilities.

Wherever and whenever the Contractor anticipates working in an area from which utilities must be removed at the expense of others, he/she shall notify the City Engineer sufficiently in advance (a minimum of ten (10) working days) to permit the Engineer thereof to rearrange or abandon such utilities, and he/she shall cooperate with the Engineer thereof in the performance of the work under this contract.

The work will be so prosecuted that a minimum of damage will result to utility services. In the event that utility services are damaged or interrupted, the Contractor shall immediately, at his/her own expense, restore such services in a manner satisfactory to the City Engineer. In the event that an interruption of utility services is sustained for a period of longer than one-half hour, it shall be the responsibility of the Contractor to notify the occupants of the premises to which said services are connected, so that no damage will accrue on or to said premises.

The Contractor shall perform all work in such manner as to prevent damage to utilities lying outside of or below a required excavation of trench area.

S. SOUND CONTROL REQUIREMENTS. Sound control shall conform to Section 4-10 of the Alameda Municipal Code, which prohibits weekday construction activities between 7:00 pm and 7:00 am.

T. CONSTRUCTION SITE CONTROLS. Within five (5) business days of the date the work is to commence pursuant to the Notice to Proceed (NTP) the Contractor shall submit an Erosion/Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer for review. The SWPPP shall include appropriate erosion and sediment control measures to effectively prevent the entry of soil, dirt, debris and other pollutants to storm water runoff, the storm drain system, lagoons and the bay/estuary during construction. No work in the field under this Contract may begin until the City Engineer has approved the Contractor's SWPPP.

Erosion and sediment control plans/sheets shall indicate the specifications and maintenance schedules for the installation and upkeep of the erosion control mechanisms. Specifications shall be provided for the erosion control practices, perimeter protection(s), any silt fencing and fiber rolls to be used, storm drain inlet protections, stabilized construction entrance(s) and exits, site and excavation dewatering activities, vehicle tire wash area(s), vehicle and equipment servicing area(s), and the materials handling and storage area(s). These specifications should meet the same level of erosion and sediment control effectiveness established by practices identified in the San Francisco Bay Regional Water Quality Control Board's Erosion and Sediment Control Field Manual (510-622-2465), the Association of Bay Area Government's Manual of Standards for Erosion and Sediment Control (510-464-7900) and/or the California Stormwater Quality Association's Stormwater Best Management Practice Handbook – Construction (2003) (www.cabmphandbooks.com). Contact City Public Works Department Clean Water Program Specialist Jim Barse (510-747-7930) for additional assistance in obtaining copies of these reference documents.

The Contractor is responsible for ensuring that all of his/her workers and subcontractors are aware of and implement the specific stormwater quality control measures under the approved SWPPP. The Contractor(s) shall avoid creating excess dust when breaking asphalt/concrete and during excavation and grading. If water is to be used as a measure for dust control, use as little as possible. All wash water shall be kept out of streets, gutters and storm drains. Controls shall be implemented before construction begins and maintained until the end of construction at which time they shall be removed.

Failure to comply with the following approved construction Best Management Practices ("BMPs") shall result in the issuance of correction notices, citations and/or a project stop order:

1. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution.

U. CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977. The Contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the Contractor and the subcontractors for the construction, supply and service contracts entered into by the Contractor;

- Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated, or suspended in whole or in part;
- It will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- It will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
- It will include the provisions of Paragraph a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor;

In the event that the Contractor or the subcontractor for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5 (a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Government, as soon as the Contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

V. SUBMITTALS AND REQUEST FOR INFORMATION (RFI'S). The Contractor shall submit an RFI within five (5) business days of an event or question of fact arising under the Contract. The Engineer in charge of the project shall have ten (10) business days to respond to an RFI or any Submittal required to be made under the Contract.

**MAINTENANCE SERVICE CENTER ROOF REPLACEMENT
PW No. 09-16-18**

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SECTION III. GENERAL PROVISIONS

PART I. CONTROL OF WORK

A. AUTHORITY OF THE ENGINEER. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the contract on the part of Contractor; and all questions as to claims and compensation.

The Engineer's decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

B. PLANS. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made to any plans or drawings after the same have been approved by the Engineer.

C. INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO. Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Engineer for such further explanation as may be necessary to carry out the work. Upon such application by the Contractor or prospective bidder, or in the event that it appears expedient to the Engineer to further explain, clarify, or amend these specifications, special provisions and plans, the Engineer shall issue addenda thereto and such addenda shall constitute a part hereof, and shall be binding on the Contractor. It is up to the Contractor to check before the bid date that Contractor has all paperwork to complete the bid.

Addenda will be posted on the City's website. Addenda will be forwarded by fax or email to prospective bidders who have purchased, or obtained a set of these specifications from the City's Public Works Department and have furnished contact information. If the addendum is issued after a pre-bid meeting is held, the addendum will also be forwarded by fax or email, followed by mail, to all attendees who have furnished contact information. All prospective bidders are responsible for inquiring at the Public Works Department (510-747- 7900) within four (4) working days prior to the bid opening, to determine if any addenda have been issued. Do not rely upon third party providers of the original plans and specs to issue all addenda. Contractor shall acknowledge receipt of all addenda on the Bid and those Bids that do not have acknowledgment of all addenda will be considered non-responsive.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

D. SUPERINTENDENCE. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer in writing and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

E. INSPECTION. The Engineer shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

The Contractor shall give at least 48-hour notice in writing when he will require inspection on subgrade, formwork, concrete paving, etc. Inspection will routinely be carried out at pre-scheduled time established at the pre-construction meeting. Inspection will only be carried out for substantial quantities of work ready for inspection.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer, so that proper inspection may be provided. Any work done in the absence of the Engineer is subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

Working hours in the field are restricted to 8 AM through 6 PM, Monday through Friday, excluding City Holidays, and shall constitute "normal working hours." The Public Works Department Inspectors work on Friday's and can be reached at 510-747-7900. In some locations, as noted on the Plans, normal working hours may be further restricted to avoid traffic and/or school-related conflicts. Any work in the field performed outside of these hours, including, but not limited to, construction, clean up, and mobilization/demobilization, shall be subject to removal and the Contractor fined \$5,000 per incident, unless such work has been previously authorized by the Engineer in writing.

Inspection hours for construction shall be from 8 AM through 4 PM, Monday through Thursday, excluding City Holidays, and shall constitute "normal inspection hours." The Public Works Department Inspectors work on Friday's and can be reached at 510-747-7900. Unless prior written authorization has been received from the Engineer, the Contractor shall not perform any work outside of these hours except for general clean up, demobilization, and placement of no-parking signs. The Contractor shall pay the salary and benefits, including overtime, of the City employee(s) for inspection of any work performed outside of the normal inspection hours. Projects financed in whole or in part with state funds shall be subject to inspection at all times by the Director of Public Works of the State of California, or his agents.

F. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK. All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction.

Any work, or any extra work done, beyond what is indicated herein the specifications or established by the Engineer, without written authority, shall be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor.

The fact that the work and materials have been inspected from time to time, and payments on account have been made, does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Contractor and its acceptance by the City.

G. FINAL INSPECTION. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Engineer will make the final inspection.

H. FINAL GUARANTEE. It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that the City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary to carry out the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The acceptance of any part or of the whole of the work by the City does not operate to release the Contractor or the Contractor's surety from said guarantee.

The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising from or discovered in any part of the contract work within one year of the completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the City of Alameda against any and all such defects.

Nothing in this section supersedes contractor obligations for repair and replacement of work pursuant to the Public Contract Code.

PART II. PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK

A. PROGRESS OF THE WORK AND TIME FOR COMPLETION. The Contractor shall submit the Initial Project Submittal Package to the City Engineer for review. The Initial Project Submittal Package shall address the entire project, and shall include the (first 20 working days at minimum), Waste Reduction, and Recycling Plan, and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

The Contractor shall not commence construction on any section of the work until such time that he/she shall have on the ground, or can furnish definite assurance to the Engineer that there will be available when required, all the materials necessary to complete the section of the work upon which construction is to begin.

The Contractor shall submit a three week look-ahead work schedule every Monday and upon the issuance of any change order that alters the contract's schedule. Engineer shall have ten (10) working days to respond to the updated work schedule, and Contractor shall abide by most recently approved schedule until a new one has been approved in writing by the Engineer.

B. SUBLETTING AND ASSIGNMENT. The Contractor shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Public Works Director, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

This contract may be assigned only on written consent of the City Council.

C. CHARACTER OF WORKER. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly manner, said worker shall be discharged immediately on the requisition of the Engineer and such person shall not again be employed on the work.

D. TEMPORARY SUSPENSION OF WORK. The Engineer shall have the authority to suspend the work wholly or in part for such period as he/she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any of the provisions of the work. The Contractor shall immediately obey such orders of the Engineer and shall not resume suspended work until ordered in writing by the Engineer.

E. TIME OF COMPLETION AND LIQUIDATED DAMAGES. It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the contract's term as set forth in these specifications, damage will be sustained by the City of Alameda, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is

therefore agreed that the Contractor will pay to the City of Alameda the sum of per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Alameda may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extensions, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay and his findings of the facts thereon shall be final and conclusive.

F. SUSPENSION OF CONTRACT. If, at any time, in the opinion of the City Council, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and shall he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City Council may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the City Council or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council may deem proper; or the City Council may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all monies due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

G. RIGHT-OF-WAY. The right-of-way sufficient for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of right-of-way, unless otherwise provided in the special provisions. Contractor's staging area must be approved by the Engineer.

H. CONTROL OF MATERIAL

1. SAMPLES AND TESTS. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

2. DEFECTIVE MATERIALS. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work unless otherwise permitted by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

I. SUBCONTRACTORS SUBSTITUTION

Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without CITY's written approval. At CITY's request, Contractor shall provide CITY with a complete copy of all executed subcontracts or final commercial agreements with subcontractors and/or suppliers.

Subcontract agreements must preserve and protect the rights of CITY under Contract Documents so that subcontracting will not prejudice such rights. To the extent of the work to be performed by a subcontractor, Contractor must require the subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward CITY under Contract Documents.

Contractor must provide for the assignment of all rights any subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the work performed by the subcontractor under Contract Documents to CITY.

J. PRIME CONTRACTOR'S BID WITHDRAWAL
PUBLIC CONTRACT CODE - PCC 5103.

In order to avoid forfeiture of the 10% Security Bid Bond the bidder shall establish to the satisfaction of the court that:

- (a) A mistake was made.
- (b) He or she gave the public entity written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.
- (c) The mistake made the bid materially different than he or she intended it to be.
- (d) The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications

K. PRECEDENCE OF DOCUMENTS

1. In the case of discrepancy or ambiguity in Contract Documents, the following order of precedence shall prevail:
 - (1) Change Orders in inverse chronological order, and in the same order as specific portions they are modifying;
 - (2) Contractor Agreement, and terms and conditions referenced therein;
 - (3) Supplemental Conditions (if any);
 - (4) General Conditions;
 - (5) Division 1 Specifications;
 - (6) Drawings and Division 2 through 16 Specifications;
 - (7) Written numbers over figures, unless obviously incorrect;
 - (8) Figured dimensions over scaled dimensions;
 - (9) large- scale Drawings over small-scale drawings.
2. Any conflict between a bill or list of materials shown in Contract Documents and the actual quantities required to complete Work required by Contract Documents, then the actual quantities required shall take precedence.
3. In the event the technical specifications include divisions above Division 16 (e.g., Division 17 and above), then such divisions shall be included within Contract Documents unless identified otherwise.

PART III. MEASUREMENTS AND PAYMENT

A. MEASUREMENTS AND PAYMENT. Payment for work done under the contract shall be made on the basis of the sums as calculated from the finally measured quantities of work done and the agreed unit and lump sum prices. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all the work necessary to construct the items for which payment is being made, complete in place as shown on the plans and described in the specifications.

B. PROGRESS PAYMENTS. The City shall, once each month, cause an estimate in writing to be made by the City Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used at the time of such estimate, and the value thereof. The City of Alameda shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, as aforesaid, as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Contractor warrants and certifies that upon signature of pay estimate, all work has been performed in strict compliance with the Contract Documents, and all work for which progress payments have been previously issued and payment has been received from City, shall be free and clear of all third-party claims, stop notices, security interests, and encumbrances.

Payment of all, or any part, of an estimate in writing may be withheld on account of any of the following:

1. Defective work not remedied;
2. Third-party claims against Contractor or City arising from the acts or omissions of Contractor or subcontractors;
3. Stop Notices;
4. Failure of Contractor to make timely payments due to subcontractors for material or labor;
5. Damage to the City or others for which Contractor is responsible;
6. Failure of Contractor to maintain, update, and submit record documents;
7. Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
8. Performance of the work by Contractor without properly processed shop drawings;
9. Liquidated damages assessed;
10. Any other failure of Contractor to perform its obligations under the Contract Documents.

SUBSTITUTION OF SECURITIES FOR WITHHELD ACCOUNTS. Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or

federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in Section 22300 of the Public Contract Code of the State of California or bank or savings and loan certificates of deposit.

Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

1. The amount of securities to be deposited.
2. The terms and conditions of conversion to cash in case of the default of the Contractor.
3. The termination of the escrow upon completion of the contract.

C. NOTICE OF COMPLETION. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Engineer will make the final inspection.

When such final inspection shows that the work has been completed in conformance with the contract documents, the Engineer will recommend the formal acceptance of the work by the City; and upon such acceptance, Notice of Completion will be recorded.

D. PAYMENT OF THE RETENTION. The City Engineer shall, after the completion of the contract, total all amounts retained under the provisions of the contract. Final payment of retention shall be in conformance with Public Contract Code Section 7107.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate of final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the Contractor; and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Alameda, its officers, employees and agents from any and all claims or liability on account of work performed under the contract or any alteration thereof.

CITY OF ALAMEDA
CALIFORNIA

MAINTENANCE SERVICE CENTER ROOF REPLACEMENT
PW No. 09-16-18.

SECTION IV
SPECIAL PROVISIONS

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SECTION IV. SPECIAL PROVISIONS

PART 1- GENERAL

1.1 SUMMARY:

The work includes, but not limited to, the complete installation of IB Roof System that remains watertight, resists specified uplift pressures and exposure to normal weathering conditions without failure. Roofing materials and accessories shall be tested and compatible for use within the assembly, installed in accordance with manufacturer requirements and project specifications and contract documents.

All work shall conform to all applicable State, local, regional and Federal codes, ordinances, and regulations as prescribed by the City. A general project site layout (Exhibit A) showing the existing structures will be referred to as a guide and measurements, quantities, and counts remain the responsibility of the Contractor.

Contractor will provide license, labor, materials, services, skills, supervision, and necessary tools and equipment to insure that all work is executed in a professional workmanship manner. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor hereby warrants that all services shall be performed in a timely and first-class workmanlike manner. Contractor shall keep the property and equipment free and clear at all times of litter and interferences. All materials, preparation and workmanship shall conform to requirements of Standards for Public Works Construction Inc. latest version and the plans and specification. Contractor shall provide the following services within the boundaries of the facility

The Notice to Proceed (NTP) for this project is tentatively scheduled to be issued by end of October 2016. The Contractor shall have forty five (45) calendar days, from the date the work is to commence pursuant to the Notice to Proceed (NTP) to complete the work.

Contractor shall not work during the following City holidays:

Veteran's Day	Friday, November 11, 2016
Thanksgiving Day	Thursday, November 24, 2016
Day after Thanksgiving Day	Friday, November 25, 2016
Christmas Day	Monday, December 26, 2016

SECTION 07 54 19
THERMOPLASTIC PVC MEMBRANE ROOFING
IB ROOF SYSTEMS INDUCTION WELD ATTACHED PVC SINGLE PLY
MEMBRANES

SCOPE OF WORK

1. Install EPS flute filler. Loose laid.
2. Install 2" x 4" wood nailer at all perimeters and roof top equipment.
3. Install 4' x 8' 1.5" Poly Iso and mechanically attach at 6 fastener per 4' x 8' board.
4. Install ISO Weld PVC plates into the purlins at 12" o.c.
5. Lay out PVC membrane and weld same.
6. Over ISO Weld plates use induction welder to secure membrane.
7. At perimeter and around equipment (on top of nailers), mechanically attach membrane with fastener and seam plates at 12" o.c.
8. Reuse existing counterflashings and metal cap and secure to perimeter walls per appropriate details.

Part 1 GENERAL

1.0 SECTION INCLUDES

- A. IB Roof Systems Induction Weld Attached, Polyester- Reinforced Thermoplastic PVC Roofing Membrane
- B. Cover Board
- C. Thermal Roof Insulation
- D. Flexible Membrane Flashings
- E. Metal Flashings
- F. IB Roof Systems Accessories

1.1 RELATED SECTIONS

- A. Section 05 30 00 Metal Decking
- B. Section 06 10 00 Rough Carpentry
- C. Section 07 60 00 Flashing and Sheet Metal
- D. Section 07 70 00 Roof and Wall Specialties and Accessories
- E. Section 08 60 00 Roof Windows and Skylights

1.2 REFERENCES

A. American Society of Civil Engineers (ASCE):

1. ASCE 7; Minimum Design Loads for Buildings and Other Structures. Revision as adopted by local code and Authority Having Jurisdiction.

B. ASTM International (ASTM):

1. ASTM C578: Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation
2. ASTM C1177: Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing
3. ASTM C1278: Standard Specification for Fiber-Reinforced Gypsum Panel

4. ASTM C1289: Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board
5. ASTM D4434: Standard Specification for Poly (Vinyl Chloride) Sheet Roofing
6. ASTM E96: Standard Test Methods for Water Vapor Transmission of Materials
7. ASTM E108: Standard Test Methods for Fire Tests of Roof Coverings.

C. Factory Mutual (FM Approvals / Roof Nav.):

1. Factory Mutual Standard 4450: Approval Standard for Class 1 Insulated Steel Decks
2. Factory Mutual Standard 4470: Approval Standard for Class 1 Roof Covers
3. Loss Prevention Data Sheets 1-28, 1-29

D. Underwriters Laboratories (UL):

1. UL 790: Standard Test Method for Fire Tests of Roof Coverings

E. International Code Council (ICC):

1. International Building Code (IBC)
2. International Residential Code (IRC)

F. ANSI / SPRI / FM4435 / ES-1: Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems, Revision as adopted by local code and AHJ.

G. Roof Consultants Institute (RCI): Glossary of Roofing Terms.

H. National Roofing Contractors Association (NRCA): Low Slope Roofing and Waterproofing Manual, Current Edition.

I. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA): Architectural Sheet Metal Manual.

1.3 DESIGN CRITERIA

- A. Provide installed roofing system that remains watertight, resists specified uplift pressures and exposure to normal weathering conditions without failure. Roofing materials and accessories shall be tested and compatible for use within the assembly, installed in accordance with manufacturer requirements.
- B. Building Code Compliance: The roofing assembly shall comply with the requirements of the local building code and authorities having jurisdiction. Contractor must submit plans to Building Officials for approval and permit issuance.
- C. Fire Resistance Performance: Class A, external fire classification as tested in accordance with ASTM E108 or UL 790.
- D. Wind Uplift Performance: Roof system shall be designed and installed to withstand wind uplift pressures as calculated using ASCE 7, revision as adopted by the authorities having jurisdiction.
 - a. Fire Hazard Classification: Class A
- E. Roof System Reflectivity and Thermal Performance: Provide installed roofing system that complies with the following thermal performance and reflectivity requirements:
 1. Roof membrane shall be tested in accordance with ANSI / CRRC-1 Standard and comply with the following minimum reflectivity and emissivity requirements:
 - a. Minimum Initial Reflectance: .87 (White membrane)
 - b. Minimum 3 year Aged Reflectance: 91
 - c. Initial SRI (Solar Reflectance Index): 110
 - d. Energy Star: Initial solar reflectance of 0.65 with 3 year aged reflectance of .50 or greater.
 - e. Roof system shall comply with the requirements of California Title 24.

1.4 SUBMITTALS

- A. Submit product data, samples, shop drawings and installer certification under provisions of Division 1 General Requirements; Section 01 30 00.
- B. Product Data: Submit product data sheets indicating membrane materials, base flashing, insulation, separator/ thermal insulation, accessories and manufacturer's installation instructions and details including:
 - 1. Product Data Sheets
 - 2. Material Safety Data Sheets
 - 3. Roof assembly installation instructions and recommendations
 - 4. Required storage and handling recommendations
 - 5. Sample of Manufacturer's Warranty
 - 6. Manufacturer recommended Maintenance Program Data
 - 7. Submit certification from manufacturer of membrane roofing system certifying the installer is authorized by the manufacturer for installation of the specified roofing system and eligible to obtain the required Manufacturer's Warranty.
- C. Detail Drawings:
 - 1. Provide roof system elevation, section, plan, attachment and construction detail drawings showing methods, components, flashing conditions and location of work on the project.
 - 2. Submit shop drawings of tapered insulation system for approval; show direction and amount of slope, cricket locations, lengths and details.
 - 3. At the end of the project submit one set of complete signed record drawings (as-built) plans on CD and Mylar.
- D. Verification Samples:

Submit a quantity of samples for each product specified. Submit 6" x 9" PVC membrane samples in the specified color for approval.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 20 years documented experience.
- B. Installer Qualifications:
 - 1. Company specializing in the installation of thermoplastic roofing and all products included in this section with minimum five years documented experience.
 - 2. Installer must be authorized by the manufacturer and eligible to provide the required Manufacturer's Warranty.
 - 3. Installer must provide an adequate number of experienced workers, trained in jobsite safety practices and skilled in the use of hot air welding equipment and the installation of materials and flashings used in the construction of the roofing assembly.
 - 4. Installer shall provide a project supervisor on the job at all times while work is in progress.
- C. Application of Roofing: Work of this section shall conform to contract documents and manufacturer specifications. No deviations shall be made from this specification without the approval of the designer of record. Deviations from published manufacturer requirements require review and approval of the designer of record and written approval from the manufacturer on manufacturer's letterhead, signed by an authorized technical manager of the company. Where discrepancies exist, the Installer shall promptly notify

the design professional, project engineer or owner for resolution prior to commencing work.

- D. Materials: Provide only top quality materials of manufacturer complying with specification requirements. All materials shall be provided by the primary roofing system manufacturer or approved for use in conjunction with installation of the roofing assembly.
- E. Manufacturers Final Inspection: Manufacturer's technical representative shall conduct a final inspection upon completion of projects requiring a Manufacturer's Total System Warranty covering workmanship and material to determine if the assembly is in compliance with manufacturer requirements for issuance of the warranty. A punch list of defective work and conditions requiring repair shall be provided to the installer for correction.

1.6 PRECONSTRUCTION CONFERENCE

- A. Preconstruction Conference: A pre-roofing conference will be held in accordance with the contract documents at least one week prior to initiation of roofing work. Manufacturer representative, foreman for roofing contractor, estimator for roofing contractor, architect, owner representative, sheet metal contractor, general contractor and other required parties should be present to discuss the execution of the work.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact. Store products in weather-protected environment, clear of ground and moisture, secured against wind, moisture and damage. Prevent condensation beneath product packaging, coverings and temporary plastic shipping wrappers or shrouds by removing, opening and / or covering materials with breathable tarpaulins.
- B. Materials and equipment stored on the roof must be properly staged and supported to avoid damage and / or permanent deflection of deck. Spread loads of roofing materials on roof structures to avoid damage to existing structure. Use protective plywood as required. No material storage or construction traffic shall be allowed over new roofing unless properly protected to prevent damage and contamination on the finished roofing.
- C. Follow manufacturer's recommendations for environmental conditions and product storage. Bonding adhesives shall be stored at temperatures above 40° F. Materials shall be stored and maintained within manufacturer's published temperature ranges.
- D. Storage and disposal of hazardous materials shall comply with the requirements of local authorities having jurisdiction.

1.8 PROJECT CONDITIONS

- A. Precautions: Install roofing only when adequate application temperatures exist to maintain a satisfactory roofing system application. Apply no insulation or membrane adhesives to the substrate or roofing membranes when deck surface temperatures are less than the recommended application temperature range stated on the products labels, or printed literature. Install no roofing material when water in any form is present on roof deck or substrate surface, or when materials are damp or wet. Proceed with roofing work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations and warranty requirements.
- B. Temporary Roofing: Install watertight seals to protect work when adverse job conditions or weather conditions prevent permanent roofing and associated work from being

installed in accordance with project requirements. Consult the designer of record and the primary roofing manufacturer regarding installation and removal of temporary roofing.

- C. Install new roofing to be complete and watertight by the close of each day's work.
- D. Avoid exposure of combustible materials to ignition source and follow all safety and handling cautions, warnings and recommendations for safe handling of materials. Material Safety Data Sheets shall be maintained at the jobsite, during transport and storage at all times.
- E. Moisture: Do not proceed with installation where potential exists for condensation or uncontrolled moisture migration into the roof system from construction-related moisture or installation over moisture bearing substrates or interiors without adequate ventilation and moisture control.
- F. All work shall be performed in accordance with applicable federal, state and local requirements, codes and safe work practices. Use of roof assembly adhesives, sealants, caulks and related accessory materials shall conform to the requirements and VOC limits of the Authority Having Jurisdiction.

1.9 WARRANTY

- A. Contractor Warranty: Contractor shall warrant roofing assembly components, accessories and associated work of this section against leaks or defective workmanship from date of final completion and acceptance. 1. Term of Warranty five years.
- B. Manufacturer's Limited Material Warranty: Submit executed copy of roofing manufacturer's (Commercial Limited Material, Warranty Plus Limited, Lifetime Residential Limited Material) warranty on materials from date of final completion and acceptance.
 - 1. Term of Warranty fifteen years
- C. Manufacturer's Total System Warranty: Submit executed copy of roofing manufacturer's Total System Warranty against leaks due to defective materials or workmanship according to its standard published coverage, terms and conditions from date of final completion and acceptance.
 - 1. Term of Warranty fifteen years.

Part 2 PRODUCTS

2.0 MANUFACTURERS

- A. Acceptable Manufacturer: IB Roof Systems, 8181 Jetstar Drive, Suite 150, Irving, Texas 75063 Toll-free: 800-426-1626
Fax: 541-610-1726
Email: technical@ibroof.com
Website: www.ibroof.com
- B. Substitution Requests: Submit in accordance with Section 01 60 00.

2.1 SCOPE / APPLICATION

- A. Roof System: Provide a waterproof roof system manufactured and supplied or approved by the primary roofing materials manufacturer as specified in this section.
 - 1. Induction Weld Attached Membrane: IB Roof Systems Specification is the basis of design for the roofing assembly.
- B. Base Flashing: Provide waterproof base flashing assemblies and flashings at all penetrations, vertical walls, curbs and terminations.
- C. Thermal Roof Insulation: Provide roof insulation components as specified herein, secured to the substrate in accordance with IB Specifications and the performance requirements of this section.

2.2 POLYVINYL CHLORIDE (PVC) MEMBRANE

A. Roof Covering: Provide IB PVC Single Ply Roofing Membrane with non-wicking polyester fiber reinforcement conforming to ASTM D4434, Type III. Flashings and accessories shall be factory-manufactured or approved by IB Roof Systems coordinated with the specified membrane and finish color.

- 1. Membrane Type:
 - a. Smooth Back
- 2. Color:
 - a. White
- 3. Membrane Thickness: 60 mil nominal
 - a. Breaking strength (ASTM D751): 371 MD / 308 CD lbf
 - b. Tearing strength (ASTM D751): 58 MD / 72 CD lbf
 - c. Elongation at break (ASTM D751): 34% MD / 29% CD
 - d. Field sheet width: 72 inches
 - e. Length: 90 feet

2.3 INSULATION

- A. Polyisocyanurate: Rigid thermal roof insulation board with fiber reinforced facers on both sides meeting or exceeding the requirements of ASTM C1289.
 - 1. IB Energy Board II supplied by IB Roof Systems
 - a. Board Size: 4' x 8'
 - b. Minimum Thickness: 1.5"
 - c. Compressive Strength: 20 psi
- B. EPS Flute Filler – Custom size to fit panels. Need to verify.

2.4 MEMBRANE FLASHINGS AND ACCESSORIES

- A. Flashing Detail Membrane: Non-reinforced 60 mil thermoplastic PVC flashing and detailing membrane.
 - 1. IB N.R. Detail Flashing Membrane
- B. T-Joint Patches: Reinforced PVC T-Joint flashing cut into 5" diameter circular targets for reinforcing lap intersections in membrane and flashings.
 - 1. IB Round T-Joint Patch
- C. Inside Corners: Dielectrically welded, factory-manufactured 60 mil non-reinforced inside corner flashing for noncanted 90° corners. 1. IB Inside Corner
- D. Outside Corners: Dielectrically welded, factory-manufactured 60 mil non-reinforced outside corner flashing for non-canted 90° corners.
 - 1. IB Outside Corner
- E. Pipe and Conduit Flashings: Dielectrically welded, factory manufactured PVC flashing with reinforced membrane base and 60 mil PVC upper flashing used for pipe penetrations.
 - 1. IB PVC Single Ply Cone Flashing
 - 2. IB PVC Single Ply Split Cone Flashing
 - 3. IB PVC Single Ply 0.25 Cone Flashing
 - a. Oval
 - 1. Size:4" flashings)
 - b. Round
 - 1. Size: 4", 6" or 8" flashings) as applicable.
- F. Penetration Pocket Flashings: Factory-manufactured split PVC clad metal flashing with 60 mil reinforced membrane base used for pitch pan penetrations. 1. IB PVC Single Ply Split Pitch Pan Flashing
- G. Vents: One and two way PVC molded roof vents manufactured from heavy duty, UV-stabilized PVC with factory welded reinforced membrane target patch bases.
 - 1. 5" Two Way Recover Vent
 - a. IB PVC Single Ply Recover Membrane Vent
 - 2. 8" Two Way Roof Vent
 - a. IB PVC Single Ply 8" Roof Vent
 - 3. 8" One Way Roof Vent
 - a. IB PVC Single Ply 8" One Way Roof Vent
- H. PVC Clad Metal Scuppers: Factory-fabricated, custom sized through wall scupper manufactured from 24 gauge G90 galvanized, PVC clad metal with IB 0.060 non-reinforced membrane flashing.
 - 1. IB Custom Clad Metal Through-Wall Scupper
- I. Walkway Pad: Calendared and embossed 80 mil puncture resistant, heat weldable gray PVC walk tread for use with IB Roof Systems in 3' x 60' rolls. 1. IB WalkTread™

2.5 CLEANERS, PRIMERS, ADHESIVES AND SEALANTS

- A. Water-Based PVC Bonding Adhesive: Water-based membrane adhesive designed for onesided, fully adhered application of IB Roof Systems Single Ply membranes to approved horizontal substrates. 1. IB Water Borne Adhesive

- B. Solvent-Based PVC Bonding Adhesive: Solvent-based membrane adhesive designed for two-sided, fully adhered contact adhesion of IB Roof Systems Single Ply membranes to approved vertical and horizontal substrates.
 - 1. IB Vertibond Adhesive
- C. Water Cut-Off Mastic: Butyl-based one-component mastic used for temporary night seals and as a compression sealant between IB membrane and flashings to applicable substrates.
 - 1. IB Water Stop
- D. Polyurethane Caulk Sealant: One part polyurethane sealant suitable for sealing upper lip of exposed termination bars and around upper edge of penetration clamping rings, meets or exceeds ASTM C920;
 - 1. Solar Seal #900 Terpolymer Rubber Adhesive / Sealant by NPC supplied by IB Roof Systems
- E. One Part Pourable Penetration Sealant: One part pourable sealant suitable for filling pitch pans at irregularlyshaped penetrations.
 - 1. Chemlink 1-Part Pourable Sealer supplied by IB Roof Systems

2.6 FASTENERS

- A. HD Fasteners: Heavy duty gauge alloy steel fastener with corrosion resistant e-coating and .232 inch diameter thread: Factory Mutual Standard 4470 approved #3 Phillips truss head for use on approved decks.
 - 1. IB HD #14 Roofing Fastener
- B. Standard Fasteners: Standard gauge alloy steel fastener with corrosion resistant e-coating and .228 inch diameter thread: Factory Mutual Standard 4470 approved #3 Phillips truss head for use on approved decks.
 - 1. IB SD #12 Insulation Fastener
- C. Barbed Seam Plate: Galvalume, barbed fastening plate used with IB HD #14 and IB XHD #15 Roofing Fasteners for securement and termination of IB membranes at penetrations and perimeter walls or edges.
 - 1. IB 2" Barbed Seam Plate
- D. ISO Weld PVC Plate

2.7 EDGINGS AND TERMINATIONS

- A. PVC Clad Metal Edge: 24 gauge G90 corrosion resistant galvanized steel laminated to 0.045 PVC nonreinforced cladding, formed into Drip Edge or Gravel Stop Metal termination and supplied by IB Roof Systems.
 - 1. IB PVC Clad Drip Edge
 - I. Color: White
 - 2. IB PVC Clad Gravel Stop with 3/4" Raised Edge
 - I. Color: White
 - II. Bronze
- B. PVC Termination Bar: 24 gauge G90 corrosion resistant galvanized steel laminated to 0.045 PVC non-reinforced cladding formed into termination bar with angled lip caulk receiver and lower him stiffener.
 - 1. IB PVC Clad Termination Bar (2" x 10' lengths)
 - I. Color: White
- C. PVC Coated Metal: 24 gauge G90 corrosion resistant galvanized steel sheets laminated to 0.045 PVC nonreinforced cladding used in the fabrication of PVC flashings.
 - 1. IB PVC Clad Metal (4' x 10' sheets).
 - I. Color: White
- D. Aluminum Termination Bar: Extruded aluminum bar with angled lip caulk receiver and lower leg bulb stiffener.

Pre-punched holes at 6" o.c.

1. IB Aluminum Termination Bar (1" x 10' lengths)

Part 3 EXECUTION

3.0 EXAMINATION

- A. Prior to roof installation, inspect substrates to ensure all penetrations, drainage outlets and flashings are in place and ready to receive roofing.
- B. Roof deck and flashing substrates must be clean, dry and properly secured. Existing substrates, flashings or materials scheduled for re-use must be carefully inspected and properly prepared to ensure they are suitable for incorporation into the new roof system, free of defects, contaminants or moisture.
- C. Examine substrates for deterioration, defects and entrapped or excess moisture. Wet or deteriorated decking shall be replaced or repaired prior to start of work. Fastener and / or adhesive pull tests should be conducted to confirm adequate condition and acceptable performance of decking.
- D. Review work plan to avoid excess loading of roof areas during material transport, temporary storage, or during installation. Protect building components and fixtures from damage during work.

3.1 PREPARATION

- A. All surfaces shall be cleaned and primed where required prior to installation.
- B. Avoid construction traffic or work by other trades over completed roof sections. Where unavoidable, install adequate and properly secured temporary protection with tarps, plywood and / or layers of protective sheathing or insulation to avoid contamination and physical damage.
- C. Proper deck and substrate preparation are the responsibility of the contractor or building owner. Review manufacturer recommended preparation requirements and methods for specific project conditions and materials.
- D. Equipment, penetrations and supports scheduled for demolition or renovation should be completed prior to the start of work.
- E. Confirm flashing details, terminations and penetrations have adequate height or clearance to receive roofing materials and comply with manufacturer requirements.
- F. Review decking and substrates for the presence of above or below deck conduit, equipment, fixtures or structural elements that may interfere with roof installation.
- G. Recover and re-roofing installations require careful preparation and examination of existing decking, substrates, terminations, flashings, rooftop equipment and supports. Qualified review by a design professional is recommended where air or vapor retarders are present or required, where high interior humidity or cold storage conditions are present, or where potential exists for condensation to occur below or within the roof assembly.
 - 1. Inspect and clean all substrate surfaces to remove contaminants, bituminous materials, mastics, sealants, coatings, previous roofing and incompatible materials. Make ready to receive new roofing materials.
 - 2. Prepared roof deck surfaces retaining excess contaminant or incompatible materials require review and approval of IB Technical Services, and shall receive a separation layer of approved IB thermal insulation or cover board.
 - 3. Remove and replace areas of deteriorated decking. Steel decking exhibiting rust shall be inspected for condition and suitability to receive new materials. Repair areas of minor rusting with a rust inhibitor coating

4. Existing vertical surfaces at walls and curbs retaining excess contaminant or incompatible materials require separation from new materials with a layer of plywood / OSB sheathing or approved cover board. IB separation sheets may be used for separation of existing substrates at mechanically attached base and wall flashings.
 5. Replace all deteriorated or damaged decking, supports, drains, sheet metal and wood blocking or nailers. Inspect drainage outlets for proper operation; replace broken or stripped drain bolts.
 6. Existing flashings, membranes, integrated sheet metal, drain leads and related accessories must be removed from perimeter edges, terminations and penetrations. Confirm flashing substrates and conditions conform to IB Construction Details and requirements.
- H. Re-roofing Installation: Remove all existing roof system components including ballast, surfacing/overburden materials, membranes, insulations, fasteners / anchors, flashings, sheet metal, copings, counterflashings and penetration flashings.
1. Visual observation and fastener pull tests should be performed to confirm performance of the deck to meet IB Roof Systems and project requirements and may be required for issuance of IB Total System Warranties.
 2. Direct adhesion of thermal insulation to existing substrates with bituminous or other material residue requires field uplift testing to confirm adequate adhesive and insulation securement.
- I. Recover Installation: Do not install roofing over existing roof assemblies or substrates containing moisture. Moisture surveys are recommended prior to installation of recover materials to avoid infiltration of moisture into or beneath the new roof assembly.
1. Review existing roof system type and materials for compatibility and manufacturer's required separation or preparation prior to installation of new materials.
 2. Existing adhered and mechanically attached single ply membranes left in place must be cut on 10' centers in both directions. IB Induction Weld Attached Roof Systems may be installed directly over approved and prepared existing roof systems with use of IB approved gypsum or high density isocyanurate coverboards, Fire Sheets, or other approved insulation boards in accordance with IB Specifications and Construction Details.
 3. Visual observation, uplift testing and fastener pull tests should be performed to confirm adequacy of attachment of existing roof assembly and performance of the deck to meet project requirements and may be required for issuance of IB Total System Warranties.
 4. Install IB One-Way Roof Vents at the rate of 1 per 1000 square feet over existing insulated or lightweight insulating concrete roof assemblies.

3.2 SUBSTRATE PREPARATION

A. Steel Deck:

1. Minimum 22 gauge cold-formed steel decking with G-90 galvanized or minimum finish coat of primer paint on both sides. Galvanized steel decking when appropriate to project design criteria is recommended.
2. Inspect and repair areas of surface corrosion in accordance with deck manufacturer's recommendations. Replace damaged or deflected panels and deteriorated areas, securing loose or inadequately attached decking.
3. Install adequate support and framing at new and existing openings in deck.

4. Comply with applicable building code, deck manufacturer and/or project required Factory Mutual gauge and span requirements in the current FM Approval Guide and Loss Prevention Data Sheets 1-28 and 1-29.
5. Grout and level deflections and irregularities between panels to provide a level, smooth deck. Offsets, deflection or deteriorated panels shall be repaired or replaced prior to start of work.
6. Protect panels from weather during storage and application.
7. Composite deck panels containing EPS/XPS polystyrene insulation are not suitable for use with solvent based roof system adhesives.

3.3 WOOD NAILERS

- A. Wood Nailers: Install #2 or better solid wood nailers where required by project and manufacturer details. Minimum 1/2" plywood may be used in conjunction with solid wood nailers to fully shim or match insulation height.
- B. Nailers should be nominal 4" to 6" in width extending approximately 1/2" beyond perimeter metal edge flanges; mechanically secured to resist expected wind and other loads at perimeter edges and corners. Secure nailers with fasteners approved for the substrate using a minimum of two fasteners per nailer. Fastener spacing should not exceed 48" o.c. into structural concrete, cement-filled masonry or structural steel / wood framing; and 12" o.c. into steel or wood decking determined adequate for expected loads, beginning approximately 4" in from each end. Reduce fastener spacing at corner areas by one-half.
- C. Where two or more nailers are required, attach second nailer to first sufficient to resist design loads with corrosion resistant fasteners installed a minimum of 12" o.c. staggered and 6" o.c. staggered within corner areas.

3.4 INSULATION PLACEMENT

- A. Set insulation over the substrate with board edges fitted uniformly and closely together. Install insulation boards over steel decks with long dimension edges parallel to and bearing on ribs. Avoid joints or gaps greater than 1/4" and fill gaps in excess of 1/4" with matching insulation material. Offset board joints a minimum of 12" in one direction from preceding course. For multiple layer installations, all joints must be staggered and offset both horizontally and vertically from preceding courses and layers.
- B. Do not install wet, damaged or warped insulation boards.
- C. Where insulation board thickness is greater than 3" insulation should be installed in two layers.
- D. Fit and miter cut board edges at crickets, valleys, hips, ridges and other changes in plane to provide a smooth transition and surface without voids. Install boards flush to the substrate, edges fully supported or bearing on deck ribs to avoid puncture or breakage.
- E. Install sumps with minimum 1/2" per foot factory tapered insulation panels at drains to provide a minimum 36" x 36" or larger sump area.
- F. Do not install any more insulation than will be completely waterproofed each day.

3.5 INSULATION AND MEMBRANE ATTACHMENT

- A. Install PVC coated induction weld plates over the approved substrate, simultaneously through the top layer of installed insulation or fire sheet to meet or exceed IB Roof Systems minimum grid pattern requirements with IB 3" PVC Coated Plates and approved fasteners. Secure insulation with a minimum of six fasteners and plates per 4'

x 8' board and four per 4' x 4' board in accordance with IB Construction Details and the fastening table below. Set fasteners and induction plates with Isoweld screw gun installation tool, or clutch equipped or adjustable depth screw gun taking care not to overdrive or strip-out. Screws and plates shall be driven straight, perpendicular to the deck and flush to the insulation or substrate and surface penetrating into or through the roof deck in accordance with IB requirements. Avoid overdriving, uneven or tilted installation of induction plates. Mark fastener lines as needed to maintain straight fastening lines and avoid irregular spacing or location of plates. Increase fastening rates where required to comply with design uplift pressures calculated under ASCE 7 and as required by project design, local building codes or the Authority Having Jurisdiction.

1. Install insulation with cross or short dimension joints staggered. Multi-layer insulation and cover board assemblies may be simultaneously mechanically attached to the deck.
 2. Stagger board joints a minimum of 12" in one direction. For multiple layer installations, all joints must be staggered and offset both horizontally and vertically a minimum of 12" from proceeding courses and layers.
- B. Ensure insulation and prepared substrates are smooth, clean, dry and properly secured in accordance with project requirements and IB specifications. Remove all debris, dirt or other contaminants from substrate surface prior to installation.
- C. Position IB PVC membrane in place with minimum 3" side and end laps beginning from the low side of the roof and allow to relax. Install membrane perpendicular or parallel to slope so that water runs over or with, but not against, membrane laps.
- D. Extend membrane over and below lower outside edge of perimeter edge nailers a minimum of 1" and fasten 12" o.c. at parapet walls, curbs and other vertical terminations. Install PVC induction weld plates along base of approved vertical substrate not to exceed 18" on center. Install plates no closer than 3" from transition and secure membrane in place. For induction weld attached base or wall flashings exceeding 18" in height, install first line of induction plates approximately 4-1/2" above field of roof. Install additional fastener lines vertically spaced no more than 24" apart. Plates shall be spaced no more than 18" on center within fastening rows.
- E. Perimeter and Corner Zone Attachment:
1. Supplemental fastening is required along Perimeter and Corner Zone areas. Zone width and dimensions shall be calculated in accordance with ASCE 7 and the requirements of the AHJ.
 2. Perimeter Zone Insulation and Membrane Attachment:
 - a. Install a minimum of 9 or more fasteners and plates within the required grid pattern or per 4' x 8' board in accordance with IB Construction Details and fastening requirements shown in Section 3.9 above. Increase fastening where required in accordance with ASCE 7 Perimeter and Corner Zone calculations to meet specific project design, local building code and Authority Having Jurisdiction requirements.
 3. Corner Zone Insulation and Membrane Attachment:
 - a. Install a minimum of 12" or more fasteners and plates within the required grid pattern or per 4' x 8' board in accordance with IB Construction Details and fastening requirements shown in Section 3.9 above. Increase fastening where required in accordance with ASCE 7 Perimeter and Corner Zone calculations to meet specific project design, local building code and Authority Having Jurisdiction requirements.

- F. Avoid contamination of membrane surfaces within the seam areas (side, end and flashing laps). Ensure all seam areas are clean and free of debris or other contamination prior to welding. Use only IB Roof Systems recommended cleaning procedures and products where necessary to clean membrane prior to seaming or after completed installation.
- G. IB membrane side laps and seams shall be hot-air welded using either an automatic hot-air welding machine or hot-air hand welder in accordance with IB Roof Systems specifications, flashing details and welding procedures. Follow all IB weld speed and temperature recommendations for IB membranes and pre-flashed accessories.

3.6 INDUCTION WELD SUBSTRATE WITHDRAWAL RESISTANCE AND FASTENING TABLE

Deck / Substrate Type	Fastener Withdrawal – Average Resistance Values ¹	Insulation Fastener Recommendations		Fastener Penetration Into Deck
		Fastener	IB Standard Warranty Fastening Pattern* Field / Perimeter / Corner	
<u>Wood</u>				
½" Minimum C-D, Exposure 1 Plywood	425 lbs.	HD #14	8-12-16	½" through
<u>Steel</u>				
22 ga. Steel	525 lbs.	XHD #15	6-9-12	¾" through
<u>Poured</u>				
Structural Concrete	800 lbs.	IB HD #14 or Dekspike	6-9-12	1" Min.
¹ Fasteners shall be IB Roof Systems supplied and approved for the specifics substrate / roof deck type ² Fastening density based on 4' x 8' board size and conformance with IB required withdrawal resistance values				

3.7 MEMBRANE INDUCTION WELDING

- A. Follow Isoweld® 3000 equipment manufacturer’s specifications, precautions and guidelines for operation and care of induction weld equipment.
- B. Substrates and induction weld plates must be dry, clean and free of dirt or debris prior to unrolling field membrane. Particular care must be taken on projects requiring pre-drilled fastener pilot holes or where dusty, windy or tear-off conditions are present.
- C. Ensure electrical power supply provides continuous, consistent current as required for tool operation. A minimum 5000-watt dedicated generator with maximum 100' 12 gauge power cord is recommended.

- D. Perform initial tool set-up and calibration procedure, adjusting settings for pvc membrane at the appropriate mil thickness range. Complete calibration procedure anytime equipment is powered off after initial calibration.
- E. Prior to start of induction welding, test welds are required to confirm consistent weld quality and adequate attachment to induction plates. Conduct a minimum of two test welds on small samples of membrane to be installed and perform a peel test to confirm full, uniform adhesion. Test weld must exhibit full adhesion without membrane scorching or overheating.
- F. Laps and seams are recommended for completion after membrane securement to installed induction plates. Seams may as an alternate method be welded in advance of full induction welding, providing securement is completed by the close of each day. Membrane seaming prior to full induction welding requires sufficient, securement along each course to resist membrane movement, wind loads and other weather exposure until full induction welding is completed.
- G. Position tool inductor directly over installed plates with induction tool search and control function. Plates can also be pre-located manually by light marking with the sole of a shoe and/or by placing a marking magnet over the plate. Remove magnet and complete the weld following tool manufacturer's operating guidelines.
- H. Place a magnet over the welded plate immediately upon moving tool to next plate location and allow to cool. Magnet should remain in place for approximately 2-3 minutes or until completion of five or more additional plate welds are completed. Magnets must be regularly inspected and kept clean of any metallic debris or shavings.
- I. Periodically inspect welds after completion as work progresses by lifting membrane near the plate to check for adhesion. Partially welded or unbonded plates may be re-welded one time after fully cooled. Unsuccessful weld repair requires plate replacement and membrane repair.
- J. Use the *isoweld*® 3000 hand-held induction welder for vertical surfaces and hard to reach areas around and under roof mounted units.
- K. Membrane securement to induction weld plates must avoid partially bonded or skipped plates. Install membrane to achieve full bonding to every installed plate.

3.8 SEAM WELDING

- A. Minimum recommended weld widths for seams completed with an automatic hot-air welder is 1-1/2". Seams, laps and flashings completed with a hot air hand welder shall maintain a minimum 1-1/2" weld width. Hand welded seams and laps shall be rolled with a silicone roller during welding to ensure a continuous welded seam.
- B. Regular test welds shall be conducted during all hot air welding operations to verify attainment of watertight, properly welded membrane laps and seams, and to adjust welding parameters and settings as required. IB recommends test weld samples be retained for review, dated and labeled, as part of a thorough Quality Control program by the installer.
- C. Only install as much roofing in one day as can be seamed and completed to a watertight condition. Seam areas must be kept clean and free of contaminants, adhesives, dirt or moisture. Clean spills and accidental seam contamination immediately before drying or setting occurs. Avoid use of solvents to clean IB PVC Single Ply membranes or wipe down laps. Follow IB recommended cleaning procedures for welding to existing

weathered membrane or cleaning areas of contamination. Denatured alcohol may be used to wipe and remove moisture from within membrane laps prior to welding.

- D. Install IB Round T-Joint Patches at all t-joint locations in field laps and flashing seams on 80 mil membrane installations. Hot air weld t-joint patches over the prepared seam intersections and laps in accordance with IB Construction Details.
- E. All seams and laps shall be visually inspected and physically probed after they have set and cooled. Probe all seams to locate cold welds or presence of voids.
- F. Repair all seam defects and deficiencies the same day they are discovered.

3.9 FLASHING

- A. Flashing of parapets, curbs, expansion joints and other penetrations of the roof must be performed using approved IB PVC Single Ply smooth reinforced membrane and IB factory-manufactured accessories. Nonreinforced membrane may be used for flashing pipe penetrations, penetration pockets, and scuppers, as well as inside and outside corners, in accordance with IB details when the use of IB factory-manufactured accessories cannot be used.
- B. Field membrane shall be fastened at base of vertical walls, edges, curbs, equipment supports and terminations a minimum of 12" o.c. with approved fasteners and barbed seam plates.
- C. Follow IB Construction Details and procedures for all wall, curb, termination and penetration flashings including metal edging/coping and drainage outlets using IB manufactured and supplied accessories. Inside and outside corners shall be reinforced with an additional layer of IB Inside / Outside corners or reinforcing membrane.
- D. Install IB PVC Pipe Flashings around pipes and circular penetrations. Terminate and secure field membrane near the base of the penetration 6" o.c. with a minimum of 3 fasteners and plates for pipes less than 12" diameter, and 12" o.c. with a minimum of 4 fasteners and plates for penetrations larger than 12" in diameter. Mark and trim cone flashings to an opening size smaller than the pipe outside diameter to provide a 1/2" or wider flared top edge when set and drawn down over the pipe. Slide the flashing over penetration and center. Flared upper edge of cone flashing must fit tightly against the pipe without gaps or voids. Heat weld perimeter edge of the target sheet to field membrane. Apply stainless steel banding clamp and seal with a continuous bead of approved IB sealant around the top of the completed penetration. Probe and repair all non-welded areas.
- E. IB PVC clad metal is required for detail constructions requiring welding of membranes or flashings to PVC clad, sheet metal flashings at penetration pockets, scuppers, edge metal, coated metal transition flashings and terminations.
- F. Install sheet metal in compliance with IB Construction Details and SMACNA guidelines for type, grade and forming of seams.
- G. Insulation and substrate surfaces should be tapered and sumped to drains and outlets. Flash drains with a reinforced, smooth back target sheet in accordance with IB Construction Details. Do not extend field or flashing seams through roof drain flashings or beneath clamping rings. Secure target sheet around drain sump fastened a minimum of 12" o.c. with approved fasteners. Make small cuts or holes around drain bolts and seal underside of target flashing to prepared drain flange in a continuous bed of IB Water Stop sealant. Install clamping ring to provide a watertight compression seal. Cut an opening in the membrane directly above and slightly wider than the drain opening with a minimum of 1/2" past inside edge of drain bolts.

- H. Conduits and piping shall be properly secured and supported above the completed roof on approved support details. Surface-mounted supports bearing on the membrane surface shall be installed over a course of IB WalkTread™ or IB approved protection pad.

3.10 WALKWAYS

- A. Clean the membrane prior to walkway pad installation at locations designated to receive walkways. Provide manufacturers walkway pads at roof access points, hatches, areas of foot traffic, and around rooftop equipment requiring periodic maintenance.
- B. IB WalkTread™ shall be continuously perimeter welded to the membrane in accordance with IB Construction Details and requirements. Do not install walk tread directly over completed seams. Hold back walk tread edges a minimum of 3” on either side of a completed membrane or flashing seams.
- C. Walkway pad installation must be monitored to avoid overheating the underlying membrane or walk tread while welding in place. Probe welds to ensure adequate bond to membrane surfaces.

3.11 DAILY SEALS

- A. Install night seals as temporary closure to prevent moisture infiltration at membrane terminations and flashings that cannot be finished by the close of each day. Remove temporary seals prior to next day’s work to avoid contamination or damage to the completed membrane.
- B. Remove and replace areas that are damaged, wet or contaminated prior to continuation of work. Clean and prepare seams in accordance with IB recommendations.
- C. Clean temporary sealant materials from deck and flashing substrates, and prepare surfaces to receive permanent roofing and flashing materials.

3.12 CLEAN UP AND PROTECTION

- A. During installation, keep all work surfaces clean and free of dirt and debris. Remove excess materials, trash, cartons, loose fasteners, tools and debris from the roof daily. Dispose of waste material, packaging and debris in accordance with project requirements and applicable regulatory requirements.
- B. Avoid contamination of finished membrane surfaces. Install protective materials and tarps as necessary to protect completed roof areas from damage. Remove adhesive spills, residue and other contaminants immediately before drying or setting up.
- C. IB recommends contractor pre-inspection of the completed installation in advance of a requested IB final inspection. Pre-inspection should include review of all project details, drainage outlets, inspection of laps and seams, sheet metal work, sealants and caulks.
- D. Avoid construction traffic or material staging over completed membrane areas. Install protective tarping and plywood secured against wind and the elements to prevent membrane contamination and physical damage from other trades or work.

END OF SECTION

CITY OF ALAMEDA
CALIFORNIA

**MAINTENANCE SERVICE CENTER
ROOF REPLACEMENT
PW No. 09-16-18**

Exhibits

Exhibit A	Locations
Exhibit B	Bidder's Proposal
Exhibit C	Contractor's Certified Payroll Forms
Exhibit D	Contractor Agreement
Exhibit E	Emergency Form
Exhibit F	Performance Bond Form
Exhibit G	Payment Bond Form
Exhibit H	Bidder's Bond
Exhibit I	IB Roof Systems 60 MIL Specs

EXHIBIT A



Exhibit B

BIDDER'S PROPOSAL FORM

- Bidder's Proposal
- Subcontractors to be used in the Performance of this Contract (Form)
- Security for Compensation Certificate
- Important Instructions
- Bidder Experience References

EXHIBIT B

BIDDER'S PROPOSAL
FOR
MAINTENANCE SERVICE CENTER
ROOF REPLACEMENT
PW No. 09-16-18.
CIP 91609

HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
CITY HALL
ALAMEDA, CALIFORNIA

The undersigned, having carefully examined all of the Project Specifications; Exhibits, Contract Documents; Permits issued by jurisdictional regulatory agencies; and all other information provided by the City of Alameda for the above project, is familiar with the conditions, having personally visited the site of the work, and hereby proposes to furnish all Labor, Materials, Tools, Equipment, all utility, and transportation services, and all incidental work necessary, within time stipulated, to deliver all the improvements complete, in place and in strict conformity with the contract documents, for the unit prices named in the schedule of work and bid prices.

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten business days, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Bidder's Company Name (please print or type)

California State License No.

License Classification

Signature of Bidder

Date

CITY OF ALAMEDA
 MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18.
 BID No. _____

BID PROPOSAL

All applicable sales taxes, State and/or Federal taxes, and any other special taxes, patent rights or royalties are included in the prices quoted in this Proposal in accordance with the project specifications.

BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1.	Complete roof replacement at the Alameda Maintenance Service Center in accordance the specifications and contract documents.	LS	LS	LS	
Total Base Bid					

TOTAL BASE BID PRICE _____

(Amount written in words)

Total Base Bid Price (in figures) \$ _____

Bidder's Name: _____

Signature: _____

Date: _____

CITY OF ALAMEDA
MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18.
BID No. _____

BIDDERS EXPERIENCE REFERENCES

In determining the lowest “responsible and responsive” bidder, consideration will be given to the general competency of the bidder in regard to the work covered by the Bid Proposal. To this end, each proposal shall be supported by a statement of the Bidder’s experience on this form. Failure of the Bidder to provide requested information in a complete and accurate manner shall be considered non-responsive resulting in rejection of the bid. Additionally, the City reserves the right to disqualify or refuse to consider a proposal if a Bidder is determined to be non-responsible.

The Bidder is required to supply the following information. Use additional sheets as necessary.

1.

List projects of similar nature and size your firm is currently constructing or completed in the last five years (5)

1 Name of Project: _____

Total Contract Amount \$ _____

Agency Name: _____

Contact Name: _____

Contact Phone No: _____

Contact Email: _____

2 Name of Project: _____

Total Contract Amount \$ _____

Agency Name: _____

Contact Name: _____

Contact Phone No: _____

Contact Email: _____

3 Name of Project: _____

Total Contract Amount \$ _____

Agency Name: _____

Contact Name: _____

Contact Phone No: _____

Contact Email: _____

4 Name of Project: _____

Total Contract Amount \$ _____

Agency Name: _____

Contact Name: _____

Contact Phone No: _____

CITY OF ALAMEDA
MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18.
BID No. _____

Contact Email: _____

5 Name of Project: _____

Total Contract Amount \$ _____

Agency Name: _____

Contact Name: _____

Contact Phone No: _____

Contact Email: _____

2. List any project(s) your firm has failed to complete within the last five years due to a termination of contract. For each project, list the type of project, client's name, contact person, current telephone number and provide a brief description of the grounds for the termination.

State Contractor License Number: _____

Classification: _____

CITY OF ALAMEDA
MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18.
BID No. _____

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print): _____

Signature of Person on Behalf of Firm: _____

Business Address: _____

Dated: _____

Name (of Officers or Partners): _____

Title: _____

Address: _____

Incorporated under the laws of the State of _____

Contractor's License No. _____ **Expiration Date:** _____

Department of Industrial Relations (DIR) No.: _____

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

CITY OF ALAMEDA
MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18.
BID No. _____

PROPOSED SUBCONTRACTOR FORM

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.

(This form may be duplicated if necessary to list additional subcontractors)

CITY OF ALAMEDA
MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18.
BID No. _____

The bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this proposal)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certified that he has ____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

CITY OF ALAMEDA
MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18.
BID No. _____

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

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

(Signature of Bidder)

Business Address

CITY OF ALAMEDA
MAINTENANCE SERVICE CENTER ROOF REPLACEMENT, PW No. 09-16-18.
BID No. _____

IMPORTANT INSTRUCTIONS

1. Any erasure or interlineation may invalidate bid.
2. If corporation is bidder, affix seal of corporation.
3. If bidder is:
 - (a) An individual doing business under his own name, sign his own name only.
 - (b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Company."
 - (c) A co-partnership, sign: Example, "Blank Company, by John Doe, President" (or other title).
4. If a firm or co-partnership, give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation; also name of president, secretary and treasurer thereof.
5. If a bid is sent by mail, write the word "Proposal" plainly on the envelope.

Exhibit “C”

CERTIFIED PAYROLL AND PREVAILING WAGES FORMS

- Contractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements
- Subcontractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements
- Certification of Bidder Regarding Section 3 and Segregated Facilities
- Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities
- Certification of Understanding and Authorization
- Certification For Applicable Fringe Benefit Payments
- Authorization For Deductions

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS														
(Appropriate Recipient):	DATE													
c/o	PROJECT NUMBER (if any)													
	PROJECT NAME													
1. The undersigned, having executed a contract with _____ for the construction of the above-identified project acknowledges that: <ul style="list-style-type: none"> (a) The Labor Standards provisions are included in the aforesaid contract; (b) Correction of any infractions of the aforesaid conditions, including infractions any of his subcontractors and Any lower tier subcontractor, is his responsibility. 														
2. He certifies that: <ul style="list-style-type: none"> (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276u-2(a)). (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions. 														
He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.														
He certified that: <ul style="list-style-type: none"> (a) The legal name and the business address of the undersigned are: 														
(b) The undersigned is: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">(1) A SINGLE PROPRIETORSHIP</td> <td style="width: 50%; border: none;">(3) A CORPORATION ORGANIZED IN THE STATE OF</td> </tr> <tr> <td style="border: none;">(2) A PARTNERSHIP</td> <td style="border: none;">(4) OTHER ORGANIZATION (Describe)</td> </tr> </table>			(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF	(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)								
(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF													
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)													
(c) The name, title and address of the owner, partners or officers of the undersigned are: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 33%;">NAME</th> <th style="width: 33%;">TITLE</th> <th style="width: 33%;">ADDRESS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			NAME	TITLE	ADDRESS									
NAME	TITLE	ADDRESS												

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	TITLE	ADDRESS

(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):

NAME	TITLE	ADDRESS

3. He certifies:

(a) The company's Federal Tax Identification Number is:

(b) The ethnicity of the company's owner(s) is/are:

(c) Is the company a female owned business: _____ Yes _____ No

Date _____

_____ (Contractor)
 By _____ (Signature)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever makes, passes, utters, or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years or both."

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS		
(Appropriate Recipient):	DATE	
c/o	PROJECT NUMBER (if any)	
	PROJECT NAME	
<p>1. The undersigned, having executed a contract with _____ in the amount of \$ _____ for _____ in the construction of the above-identified project, certifies that:</p> <p>(a) The Labor Standards provisions of the contract for construction are included in the aforesaid contract;</p> <p>(b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C.. 276u-2(a)).</p> <p>(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.</p>		
<p>2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.</p> <p>(a) The workmen will report for duty on or about _____ (date).</p>		
<p>3. He certifies that:</p> <p>(a) The legal name and the business address of the undersigned are:</p>		
<p>(b) The undersigned is:</p>		
(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF	
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)	
<p>(c) The name, title and address of the owner, partners or officers of the undersigned are:</p>		
NAME		ADDRESS

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
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3. He certifies:
(a) The company's Federal Tax Identification Number is:
(b) The ethnicity of the company's owner(s) is/are:
(c) Is the company a female owned business: _____ Yes _____ No

Date: _____

_____ (Contractor)

By _____

(Signature)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever makes, passes, utters, or publishes any statement, knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years or both."

CERTIFICATION OF **BIDDER** REGARDING SECTION 3
AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name and Number

The undersigned hereby certified that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name and Title of Signer (Print or Type)

Signature

Date

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name and Number

The undersigned hereby certified that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained, as required by Title VI of the Civil Right Act of 1964.

Name and Title of Signer (Print or Type)

Signature

Date

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: _____

Project Number: _____

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

Designated Payroll Officer (Name)

Designated Payroll Officer (Signature)

Authorized by (Contractor/Subcontractor)

(Signature)

(Title)

(IRS) Employer Identification Number

(Date)

CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: _____

Project Number: _____

Classification/ <u>Fringe Benefits Provided</u>	Name, Address and <u>Telephone Number of Plan/Fund/Program</u>
--	---

1. _____
Health and Welfare

Pension

Vacation

Apprenticeship/Training

2. _____
Health and Welfare

Pension

Vacation

Apprenticeship/Training

3. _____
Health and Welfare

Pension

Vacation

Apprenticeship/Training

OR: (Check if applicable)

_____ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

_____ Contractor/Subcontractor	By	_____ Signature
_____ Date		_____ Title

AUTHORIZATION FOR DEDUCTIONS

The undersigned authorized deductions, as noted, to be made from their wages. It is understood that these deductions: (a) are in the interest of the employee; (b) is not a condition of employment; (c) there is no direct or indirect financial benefit accruing to the employee; and; (d) it is not otherwise forbidden by law.

Employee's Name	Employee's Signature	Date	Deduction

Signature of Authorized Representative of Employee

Authorized Representative's Name and Title

Date

Exhibit “D”

**SAMPLE CONTRACT AGREEMENT/
ADDITIONAL INSURED CERTIFICATE**

Sample of Contract Agreement

Additional Insured Certificates

CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____ 2016, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **COMPANY NAME**, a (California corporation, partnership, sole proprietor, individual) whose address is ADDRESS, (hereinafter referred to as "Contractor"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of Maintenance Service Center Roof Replacement. Plans and Specifications were sent out in September 21, 2016 and after a bidding period of 9 days, _____ Providers submitted bids, and the bids were opened on Thursday, September 29, 2016. We received ____ bids and choose the lowest responsive, responsible bidder per Administrative Order No. 5.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Contractor desire to enter into an agreement for Maintenance Service Center Roof Replacement (see Exhibit A for scope of work).

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The Contractor shall have forty-five (45) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

2. SERVICES TO BE PERFORMED:

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. The contractor acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to request Contractor to perform all tasks included therein.

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from Fund 91609.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within sixty days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation for work is \$_____, with a _____ percent contingency in the amount of \$_____ for a total not to exceed of \$_____. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

4. TIME IS OF THE ESSENCE:

Contractor and City agree that time is of the essence regarding the performance of this Agreement.

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the City, and that it is and will be impracticable

to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum of NINE HUNDRED DOLLARS (\$900.00) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if City decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. STANDARD OF CARE:

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. INDEPENDENT PARTIES:

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Contractor shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

10. INSURANCE:

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide fourteen (14) days' advance written notice to the City of Alameda, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$2,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of 2,000,000 each occurrence.

(5) Builders Risk:

In the amount of \$1,000,000.

B. SUBROGATION WAIVER:

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the costs of

the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney. Faithful Performance Bond and Labor and Material Bond are only required for work over \$25,000. Therefore, those estimates that are under \$25,000 will not need to budget for the bond premiums and those estimates over \$25,000 will need to be sure to budget for the bond premiums.

The insurance limits required by City are not represented as being sufficient to protect Contractor. Contractor is advised to consult Contractor's insurance broker to determine adequate coverage for Contractor.

11. BONDS:

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney:

A. Faithful Performance:

A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials:

A bond for labor and materials in the amount of 100% of the total contract price.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate

member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of services hereunder.

15. REPORTS:

Each and every report, draft, work product, map, record and other document reproduced, prepared or caused to be prepared by Contractor pursuant to or in connection with this Agreement shall be the exclusive property of City.

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by City.

Contractor shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

16. RECORDS:

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Contractor shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to City shall be addressed to City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION; Abdulla Ahmed, Project Manager II
Ph: (510) 747-7939 / Fax: (510) 769-6030

All notices, demands, requests, or approvals from City to Contractor shall be addressed to Contractor at:

[Contractor Name]
[Department]
[Address]
Alameda, CA 94501
ATTENTION; [Title]
Ph: (510) xxx-xxxx / Fax: (510) xxx-xxxx

18. LAWS TO BE OBSERVED:

The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

19. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

20. HOURS OF LABOR:

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' 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.

The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and

one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

21. CERTIFIED PAYROLL:

Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

- a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;
- b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$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 progress payments then due.

22. APPRENTICES:

Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

23. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

24. REGISTRATION OF CONTRACTORS:

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

25. URBAN RUNOFF MANAGEMENT:

The Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

The Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

- a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).
- b. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.
- c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.
- d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.
- e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars (\$250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code §13385.

26. COMPLIANCE WITH MARSH CRUST ORDINANCE:

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

27. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater

NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

- ❑ Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- ❑ Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 - c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - d. Biological controls (e.g., natural enemies or predators);
 - e. Reduced-risk chemical controls (e.g., soaps or oils);
 - f. Other chemical controls.
- ❑ Prior to applying chemical controls the contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (Attached as Exhibit C). Additionally, the contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- ❑ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - c. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
 - d. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.

- Contractor shall sign the Contractor Verification Form (attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk. *If this agreement pertains to the use of any items listed above, the Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List. ADD EXHIBIT B IF PEST CONTROL.*

28. PURCHASES OF MINED MATERIALS REQUIREMENT:

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Contractor shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

29. TERMINATION:

In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Contractor from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

30. COMPLIANCES:

Contractor shall comply with all applicable laws, state, federal, and all ordinances, rules and regulations enacted or issued by City.

31. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

32. ADVERTISEMENT:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

33. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

34. INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

35. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

36. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

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

COMPANY NAME
(A California Corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA
A Municipal Corporation

(Name)
(Title)

Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL

(Name)
(Title)

Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney

Andrico Penick
Assistant City Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:
City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558



(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:
IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:
IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

SAMPLE

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. This endorsement identifies person(s) or organization(s) who are “insureds” under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	_____ (Authorized Representative)

SCHEDULE

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501-7558

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99

Page 1 of 1

EXHIBIT "A"

THIS EXHIBIT WILL BE THE BID PACKET SHOWING EACH ITEM BID UPON AND THE FINAL ESTIMATE FOR THE ENTIRE PROJECT THAT THE CONTRACTOR FILLS OUT WHEN HE/SHE ENTERS A BID. THIS IS GOTTEN FROM THE SPECIFICATIONS, USUALLY SECTION XIV - BIDDERS PROPOSAL.

EXHIBIT B
City of Alameda Contractor Verification Form
Implementation of City of Alameda Integrated Pest Management Policy

The City of Alameda (City) is mandated to:

- (a) Minimize its reliance on pesticides that threaten water quality, and
- (b) Require the effective use of Integrated Pest Management (IPM) in all municipal operations and on all municipal property.

To ensure compliance with this mandate, all City operations need to verifiably implement the practices and policies described in the City’s IPM Policy adopted June 15, 2010. A copy of this IPM Policy is included with this form. The implementation of the IPM Policy is applicable to all municipal contractors that provide landscaping, structural pest control, or other pest management services in support of City operations and/or on municipal property.

The undersigning parties acknowledge that all elements of the City’s IPM Policy will be implemented throughout the period of contractual services provided to City operations and on municipal property. Specific actions to document this performance shall include:

- Pest Management Contractor shall provide to City project manager for pre-approval the Pest Management Considerations Checklist.
- Pest Management Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - o Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - o Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - o Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
 - o Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered and the threat of impact to water quality is prevented.
- Pest Management Contractor shall provide to the City’s project manager an annual Report of all pesticide usage in support of City operations including product name and manufacturer, active ingredient(s), target pest(s), the total amounts used and reasons for any increase in use of any pesticide.
- If the Contractor’s on-site personnel are currently IPM certified through either the EcoWise or GreenPro programs, or through another program, the contractor shall provide written evidence of any certifications to the City’s project manager.

 City Departmental Representative

 Contractor Representative

 Print Name

 Print Name

 Date

 Date

EXHIBIT C
City of Alameda Pest Management Contractor Checklist:
Pest Management Options Considerations

Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property. Please provide a written explanation in each section below of why the specific pest management option is not appropriate:

(1) No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)

Comment: _____

(2) Physical or mechanical controls (e.g. hand labor, mowing, exclusion)

Comment: _____

(3) Cultural controls (e.g. mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)

Comment: _____

(4) Biological controls (e.g., natural enemies or predators)

Comment: _____

(5) Reduced-risk chemical controls (e.g., soaps or oils)

Comment: _____

(6) Other chemical controls

Comment: _____

Contractor Representative

Print Name

Date

City Contractor

EXHIBIT “E”

EMERGENCY FORM

EMERGENCY FORM

During the course of the work and/or while the contractor has responsibility for the project, emergencies may arise where it is necessary to repair or replace safety devices, or install additional safety devices, or take preventative measures necessary for public safety. Such corrections as may be necessary are the contractor's responsibility and he, or his representative, will be called upon in such emergencies.

Please fill in the following information and submit it to the Project Manager.

CONTRACTOR'S NAME _____

CONTRACTOR'S 24-HR PHONE NUMBER _____

PROJECT SUPERINTENDENT _____

CONTACT IN THE EVENT OF EMERGENCY:

Name: _____

24-HR Emergency Phone Number: _____

In cases where the contractor, or his representative, cannot be contacted or will not take the necessary actions, the City Public Works Department will be notified and the necessary repairs, corrections, or changes will be made. The contractor will be billed for such remedial action. Charges will include the cost of labor at applicable rates, the City's normal overhead factor, the rental of any equipment or safety devices placed during the emergency that are damaged or stolen, or otherwise not returned to the City, will be billed to the contractor.

Scheduled starting date _____

Scheduled completion date _____

Job Name _____

EMERGENCY CONTACT INFORMATION – CITY OF ALAMEDA:

PROJECT MANAGER: Abdulla Ahmed, Project Manager II, 510-871-0431,

aahmed@alamedaca.gov

PROJECT INSPECTOR (NAME & PHONE NO.) _____

OTHER STAFF (NAME & PHONE NO.) _____

EXHIBIT “F”

PERFORMANCE BOND FORM

Performance Bond Form

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars. (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND FORM

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2016.

ATTEST:

Principal
By: _____
Principal Secretary

(SEAL)

(Witness as to Principal) (Address)

(Address)

(Surety)

ATTEST:

Surety Secretary

(SEAL)

By: _____
(Witness as to Surety) Attorney-in-fact

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract.
If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Exhibit “G”

PAYMENT BOND FORM

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: that

a _____, hereinafter called Principal, and

_____ hereinafter called Surety, are held and firmly bound unto _____

_____ hereinafter called OWNER, in the penal sum of _____ Dollars. (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PAYMENT BOND FORM

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on _____ counterparts, each one

of which shall be deemed an original, this the _____ day of _____, 2016. (Number)

ATTEST: _____ Principal

By: _____ Principal Secretary

(SEAL) _____ (Witness as to Principal) _____ (Address)

_____ (Address) _____ (Surety)

ATTEST: _____ Surety Secretary

(SEAL) By: _____ (Witness as to Surety) _____ Attorney-in-fact

_____ (Address) _____ (Address)

NOTE: Date of BOND must not be prior to date of Contract. If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Exhibit “H”

BIDDER’S BOND FORM

BIDDER'S BOND

We, _____ as Principal, and as Surety are bound unto the _____, hereafter referred to as "obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly, and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____
(Copy here the exact description of

work, including locations as it appears on the proposal)

for which bids are to be opened per Section 1 Proposal and Contract Requirements, Paragraph E, Presenting and Marking of Bid.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Contractor for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all cost incurred by the Obligee in such suite, including a reasonable attorney's fee to be fixed by the court.

The surety; for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

Dated: _____, 2016. _____

Principal

Surety

By: _____

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Alameda

On this _____ day of _____ in the year 2016 before me
_____, a Notary Public, personally appeared _____

Attorney-in-fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public

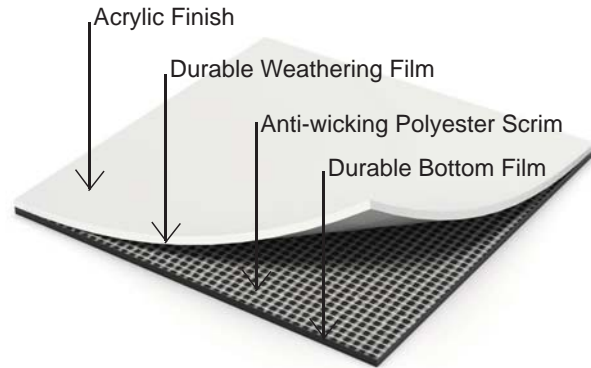
Exhibit “T”

IB ROOF SYSTEMS 60 MIL SPECS

IB PVC Single-Ply 60

Product Description:

IB PVC Single-Ply 60 is a polyester scrim reinforced, compounded pvc resin based sheet with plasticizers, stabilizers, fillers, pigments and other proprietary materials meeting ASTM D4434, Type III. Rolls are manufactured in a nominal 60 mil thickness and use an anti-wicking scrim for added strength, tear resistance and enhanced moisture resistance.



Packaging:

Size	Sq. Ft. / Weight per roll (approx.)
6' x 90'	540 sq. ft. / 217 lbs.
3' x 90'	270 sq. ft. / 111 lbs.

Features:

- Meets and exceeds ASTM D 4434-12, Type III Thermoplastic Membrane
- 20-Year Limited Material Warranty
- Excellent flexibility in all climates
- Highly reflective IB PVC Single-Ply can help to reduce heat transfer through the roof into the building's interior
- Thick, heavy duty 28 mil top ply weathering film
- Thermally welded seams provide superior seam strength
- Exceeds Energy Star™ and California Title 24 requirements for Solar Reflectance and Emissivity (White, Cool Sand)

Use:

IB PVC Single-Ply 60 can be installed in new, recover, and re-roof constructions as the primary field membrane and base flashing at all roof to wall transitions. It can be mechanically attached or fully adhered to a properly prepared substrate with approved fasteners and membrane plates or approved membrane adhesive.

Warranties:

IB PVC Single-Ply 60 has a '20-Year Limited Material Warranty' and is available for 'Warranty Plus' and 'Total System' warranties for IB Roof Systems Authorized Applicators.

Available Colors:

White, Cool Sand, Gray and Tan.

Approvals:

IB PVC membranes are listed with various component assemblies at UL and Factory Mutual (F.M. Global) for fire, wind uplift and impact resistance. Visit our website for links to these agencies and listings at: www.ibroof.com.

Solar Reflectance / Thermal Emittance / Calculated SRI Values					
Membrane Color	Solar Reflectance	Thermal Emittance	SRI Value Initial	SRI Value 3-Year Aged	LRV
White	0.870	0.88	110	91	94.3
Cool Sand	0.77	0.87	95	78	69.7
Gray	0.163	0.88	13	N/A	18.1
Tan	0.366	0.87	39	N/A	30.2

Property	Method	Requirement	60 Mil
Overall thickness of PVC sheet, min. (in.)	ASTM D751	0.045	0.060 nom.
Breaking strength, min. (lbf/in.)	ASTM D751	200 x 200	371 x 308
Elongation at the break, min. %	ASTM D751	15 ^A x 15 ^A	34 x 29
Retention of properties after heat aging (min. % of original):	ASTM D3045		
Breaking strength	ASTM D751	90	Pass
Elongation	ASTM D751	90	Pass
Tearing strength, min. (lbf)	ASTM D751	45.0	58 x 72
Low temperature bend	ASTM D2136	-40°F	Pass
Accelerated weathering test:	ASTM G154		
Cracking (7x magnification)		None	None
Crazing (7x magnification)		None	None
Linear dimension change, max%	ASTM D1204	+/- 0.5	-0.30 MD 0.02 XMD
Change in weight after immersion in water, max %	ASTM D570	+/- 3.0	1.0
Static puncture resistance	ASTM D5602	Pass	Pass
Dynamic puncture resistance	ASTM 5636	Pass	Pass

^AFor reinforcing fabric only, elongation of PVC material shall be 250% MD and 220% XMD

The table presents typical properties of IB PVC membranes. Requirements are taken from ASTM D4434-12.

Recycle Content	
Pre Consumer	20%