CITY OF COSTA MESA PUBLIC WORKS AGREEMENT FOR CITY PROJECT NO. 25-05

THIS PUBLIC WORKS AGREEMENT ("Agreement"), dated the 16th day of September, 2025 ("Effective Date"), is made by the CITY OF COSTA MESA, a political subdivision of the State of California ("CITY"), and C.I. SERVICES, INC., a California corporation ("CONTRACTOR").

WHEREAS, CITY desires to construct the public improvements described below under Paragraph 1, Scope of Work (the "Project"); and

WHEREAS, CITY has determined that CONTRACTOR is the lowest responsible bidder; and

WHEREAS, CITY now desires to contract with CONTRACTOR to furnish construction and related services for the Project; and

WHEREAS, CITY and CONTRACTOR desire to set forth their rights, duties and liabilities in connection with the services to be performed.

NOW, THEREFORE, for and in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

SCOPE OF WORK.

The scope of work generally consists of mobilization, removing the existing Norma Hertzog Community Center roofing, preparation for replacement, and installation of a new modified bituminous roofing and manufactured metal roofing panels per the Garland Company's shop drawings and project specifications in RFP (the "Work").

The Work is further described in the "Contract Documents" referred to below.

The Project is known as the Norma Hertzog Roof Replacement City Project, City Project No. 25-05 (the "Project").

CONTRACT DOCUMENTS.

The complete Agreement consists of the following documents relating to the Project:

- (a) This Agreement;
- (b) CONTRACTOR's bid, attached hereto as Exhibit A and incorporated herein;
- (c) Bid package, including, but not limited to, notice inviting bids, Addendums

- 1, 2 and 3, complete plans, profiles, detailed drawings and specifications, general provisions and special provisions. Contractor acknowledges receipt and review of the plans, specifications via the City's PlanetBids portal (http://www.planetbids,com/portal/portal.cfm?CompanyID=45476), which is incorporated herein by this reference. The bid package is attached hereto as Exhibit B and incorporated herein;
- (d) Faithful Performance Bond and Labor and Material Bond, including agent's Power of Attorney for each bond, attached hereto as Exhibit C;
- (e) Drug-Free Workplace Policy, attached hereto as Exhibit D and incorporated herein; and
- (f) Provisions of the most current edition of The Greenbook: Standard Specifications for Public Works Construction ("The Greenbook"). Provisions of The Greenbook are incorporated by this reference as if fully set forth herein.

The documents comprising the complete Agreement will be referred to as the "Contract Documents."

All of the Contract Documents are intended to complement one another, so that any Work called for in one and not mentioned in another is to be performed as if mentioned in all documents.

In the event of an inconsistency in the Contract Documents, the terms of this Agreement shall prevail over all other Contract Documents. The order of precedence between the remaining Contract Documents shall be as set forth in The Greenbook.

The Contract Documents constitute the entire agreement between the parties and supersede any and all other writings and oral negotiations.

3. <u>CITY'S REPRESENTATIVE</u>.

The CITY's Representative is Ryan Wilson, referred to herein as the Project Manager ("Project Manager").

4. <u>CONTRACTOR'S PROJECT MANAGER; PERSONNEL.</u>

- (a) <u>Project Manager</u>. CONTRACTOR's Project Manager must be approved by City. Such approval shall be at CITY's sole discretion.
- (b) <u>Personnel</u>. CITY has the right to review and approve any personnel who are assigned to perform work under this Agreement. CONTRACTOR shall remove personnel from performing work under this Agreement if requested to do so by CITY.

This Paragraph 4 is a material provision of the Agreement.

5. SCHEDULE.

All Work shall be performed in accordance with the schedule approved on behalf of CITY by the Project Manager, and in accordance with the time of performance set forth in Paragraph 11 (Time of Performance).

EQUIPMENT - PERFORMANCE OF WORK.

CONTRACTOR shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete the Work in a good and workmanlike manner in strict conformity with the Contract Documents.

The equipment, apparatus, facilities, labor and material shall be furnished and such Work performed and completed as required in the plans and specifications to the satisfaction of the Project Manager or his or her designee, and subject to his or her approval.

7. <u>COMPENSATION</u>.

CITY shall pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's bid. CONTRACTOR's total compensation shall not exceed Seven Hundred Forty-Five Thousand Two Hundred Seventy-Six Dollars (\$745,276.00).

8. ADDITIONAL SERVICES.

CONTRACTOR shall not receive compensation for any services provided outside the scope of the Contract Documents unless such additional services, including change orders, are approved in writing by CITY prior to CONTRACTOR performing the additional services.

It is specifically understood that oral requests or approvals of such additional services, change orders or additional compensation and any approvals from CITY shall be barred and are unenforceable.

9. PAYMENTS TO CONTRACTOR.

On or before the last Monday of each and every month during the performance of the Work, CONTRACTOR shall meet with the Project Manager or his or her designee to determine the quantity of pay items incorporated into the improvement during that month. A "Progress Payment Order" will then be jointly prepared, approved, and signed by the Project Manager and the CONTRACTOR setting forth the amount to be paid and providing for a five percent (5%) retention. Upon approval of the progress payment order by the Project Manager, or his or her designee, it shall be submitted to CITY's Finance Department and processed for payment by obtaining approval from the City Council to

issue a warrant.

Within three (3) days following City Council's approval to issue a warrant, CITY shall mail to CONTRACTOR a warrant for the amount specified in the progress payment order as the amount to be paid. The retained five percent (5%) shall be paid to CONTRACTOR thirty-five (35) days after the recording of the Notice of Completion of the Work by the CITY with the Orange County Clerk-Recorder and after CONTRACTOR has furnished releases of all claims against CITY by persons who furnished labor or materials for the Work, if required by CITY.

Upon the request of CONTRACTOR and at its expense, securities equivalent to the amount withheld pursuant to the foregoing provisions may be presented to CITY for substitution for the retained funds. If CITY approves the form and amount of the offered securities it will release the retained funds and will hold the securities in lieu thereof. CONTRACTOR shall be entitled to any interest earned on the securities.

In the event that claims for property damage or bodily injury are presented to CITY arising out of CONTRACTOR's or any subcontractor's work under this Agreement, CITY shall give notice thereof to CONTRACTOR, and CONTRACTOR shall have thirty-five (35) days from the mailing of any such notice to evaluate the claim and to settle it by whole or partial payment, or to reject it, and to give notice of settlement or rejection to CITY. If CITY does not receive notice within the above-mentioned 35-day period that the claim has been settled, and if the Project Manager, after consultation with the City Attorney, determines that the claim is meritorious, CITY may pay the claim or a portion of it in exchange for an appropriate release from the claimant, and may deduct the amount of the payment from the retained funds that would otherwise be paid to CONTRACTOR upon completion of the Work; provided, however, that the maximum amount paid for any one claim pursuant to this provision shall be One Thousand Dollars (\$1,000.00), and the maximum amount for all such claims in the aggregate paid pursuant to this provision shall be Five Thousand Dollars (\$5,000.00).

10. PROMPT PAYMENT OF SUBCONTRACTORS.

CONTRACTOR agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONTRACTOR receives from CITY.

CONTRACTOR agrees further to release retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY.

11. TIME OF PERFORMANCE.

CONTRACTOR shall commence Work by the date specified in CITY's Notice to Proceed, unless a later date is agreed upon in writing by the parties. The Work shall be completed within sixty (60) working days from the first day of commencement of the Work.

12. <u>TERMINATION</u>.

- (a) <u>Termination for Convenience</u>. CITY may terminate this Agreement at any time, with or without cause, by providing thirty (30) days' written notice to CONTRACTOR.
- (b) <u>Termination for Breach of Contract</u>.
- (i) If CONTRACTOR refuses or fails to prosecute the Work or any severable part of it with such diligence as will ensure its timely completion, or if CONTRACTOR fails to complete the Work on time, or if CONTRACTOR, or any subcontractor, violates any of the provisions of the Contract Documents, the Project Manager may give written notice to CONTRACTOR and CONTRACTOR's sureties of the CITY's intention to terminate this Agreement; and, unless within five (5) days after the serving of that notice, such conduct shall cease and arrangements for the correction thereof be made to the satisfaction of the CITY, this Agreement may be terminated at the option of CITY effective upon CONTRACTOR's receipt of a second notice sent by the CITY indicating that the CITY has exercised its option to terminate.
- (ii) If CONTRACTOR is adjudged bankrupt or files for any relief under the Federal Bankruptcy Code or State insolvency laws, this Agreement shall automatically terminate without any further action or notice by CITY.
- (iii) If CONTRACTOR is in breach of any material provision of this Agreement, CITY may immediately terminate this Agreement by providing written notice to CONTRACTOR of same.

13. LIQUIDATED DAMAGES.

In the event the Work is not completed, for any reason, within the time required including any approved extensions of time, and to the satisfaction of the Project Manager, CITY may, in addition to any other remedies, equitable and legal, including remedies authorized by Paragraph 12 (Termination) of this Agreement, charge to CONTRACTOR or its sureties, or deduct from payments or credits due CONTRACTOR, a sum equal to Four Hundred (\$400.00) as liquidated damages for each calendar day beyond the date provided for the completion of such work.

The parties hereto agree that the amount set forth above, as liquidated damages constitutes a fair and reasonable estimate of the costs the CITY would suffer for each day that the CONTRACTOR fails to meet the performance schedule. The parties hereby

agree and acknowledge that the delays in the performance schedule will cause CITY to incur costs and expenses not contemplated by this Agreement.

14. PERFORMANCE BY SURETIES.

In the event CONTRACTOR fails or refuses to perform the Work, CITY may provide CONTRACTOR with a notice of intent to terminate as provided in Paragraph 12 (Termination), of this Agreement. CITY shall immediately give written notice of such intent to terminate to CONTRACTOR and CONTRACTOR's surety or sureties, and the sureties shall have the right to take over and perform this Agreement; provided, however, that the sureties must, within five (5) days after CITY's giving notice of termination, (a) give the CITY written notice of their intention to take over the performance of this Agreement; (b) provide adequate assurances, to the satisfaction of the CITY, that the Work shall be performed diligently and in a timely manner; and (c) must commence performance thereof within five (5) days after providing notice to the CITY of their intention to take over the Work. Upon the failure of the sureties to comply with the provisions set forth above, CITY may take over the Work and complete it, at the expense of CONTRACTOR, and the CONTRACTOR and the sureties shall be liable to CITY for any excess costs or damages including those referred to in Paragraph 13 (Liquidated Damages), incurred by CITY. In such event, CITY may, without liability for so doing, take possession of such materials, equipment, tools, appliances, Contract Documents and other property belonging to CONTRACTOR as may be on the site of the Work and reasonably necessary therefor and may use them to complete the Work.

15. <u>DISPUTES PERTAINING TO PAYMENT FOR WORK.</u>

Should any dispute arise respecting whether any delay is excusable, or its duration, or the value of the Work done, or of any Work omitted, or of any extra Work which CONTRACTOR may be required to do, or respecting any payment to CONTRACTOR during the performance of this Agreement, such dispute shall be decided by the Project Manager, and his or her decisions shall be final and binding upon CONTRACTOR and its sureties.

16. SUPERINTENDENCE BY CONTRACTOR.

At all times during performance of the Work, CONTRACTOR shall give personal superintendence or have a competent foreman or superintendent on the worksite, with authority to act for CONTRACTOR.

17. INSPECTION BY CITY.

CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY to all parts of the Work and to all shops on or off-site where the Work or portions of the Work, are in preparation. CITY shall have the right of access to the premises for inspection at all times. However, CITY shall, at all times, comply with CONTRACTOR's safety requirements on the job site.

18. CARE OF THE WORK AND OFF-SITE AUTHORIZATION.

CONTRACTOR warrants that it has examined the site of the Work and is familiar with its topography and condition, location of property lines, easements, building lines and other physical factors and limitations affecting the performance of this Agreement. CONTRACTOR, at CONTRACTOR's sole cost and expense, shall obtain any permission, and all approvals, licenses, or easements necessary for any operations conducted off the premises owned or controlled by CITY. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered to the site or stored off-site and for the Work performed until completion and final inspection and acceptance by CITY. The risk, damage or destruction of materials delivered to the site or to Work performed shall be borne by CONTRACTOR.

19. <u>CONTRACT SECURITY AND GUARANTEE</u>.

CONTRACTOR shall furnish, concurrently with the execution of this Agreement, the following: (1) a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this Agreement, and (2) a separate surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons furnishing labor or materials in connection with the Work under this Agreement. Sureties for each of the bonds and the forms thereof shall be satisfactory to CITY. In addition, such sureties must be authorized to issue bonds in California; sureties must be listed on the latest revision to the U.S. Department of the Treasury Circular 570; and must be shown to have sufficient bonding capacity to provide the bonds required by the Contract Documents.

CONTRACTOR shall provide a certified copy of the certificate of authority of the surety issued by the Insurance Commissioner; a certificate from the clerk of the county in which the court or officer is located that the certificate of authority of the surety has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted; and copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

CONTRACTOR guarantees that all materials used in the Work and all labor performed shall be in conformity with the Contract Documents including, but not limited to, the standards and specifications set forth in the most current edition of The Greenbook. CONTRACTOR shall, at its own expense, make any and all repairs and replacements that shall become necessary as the result of any failure of the Work to conform to the aforementioned Contract Documents, and/or standard specifications; provided, however, that CONTRACTOR shall be obligated under this provision only to the extent of those failures or defects of which CONTRACTOR is given notice within a period of twelve (12) months from the date that the Notice of Completion is recorded.

The rights and remedies available to CITY pursuant to this provision shall be cumulative with all rights and remedies available to CITY pursuant to statutory and common law, which rights and remedies are hereby expressly reserved, and neither the foregoing guarantee by CONTRACTOR nor its furnishing of the bonds, nor acceptance thereof by CITY, shall constitute a waiver of any rights or remedies available to CITY against CONTRACTOR.

20. <u>INDEMNIFICATION</u>.

CONTRACTOR agrees to protect, defend, indemnify and hold harmless CITY and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury to or death of any person, and for injury or damage to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONTRACTOR, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONTRACTOR, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the CONTRACTOR, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONTRACTOR, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONTRACTOR shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONTRACTOR's proposal, which shall be of no force and effect.

CONTRACTOR shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 5 of the California Labor Code and all amendments thereto and regulations promulgated pursuant thereto, and all similar State, Federal or local laws applicable; and CONTRACTOR shall indemnify and hold harmless CITY from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, of every nature and description, including attorney fees, that may be presented, brought or recovered against CITY for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any Work performed under this Agreement by CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR.

CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of the above hold harmless agreements, because of the acceptance by CITY or the deposit with CITY by CONTRACTOR of any or all of the insurance policies described in Paragraph 21 (Insurance) of this Agreement.

The hold harmless agreements by CONTRACTOR shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorneys' fees) incurred or alleged to have been incurred, by reason of the operations of CONTRACTOR or any subcontractor or others performing on behalf of CONTRACTOR, whether or not such insurance policies are applicable. CONTRACTOR shall require any and all tiers of subcontractors to afford the same degree of indemnification to the CITY OF COSTA MESA and its elected and appointed boards, officers, agents, and employees that is required of CONTRACTOR and shall incorporate identical indemnity provisions in all contracts between CONTRACTOR and all tiers of its subcontractors.

In the event that CONTRACTOR and CITY are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of CONTRACTOR, or by a dangerous condition of CITY's property created by CONTRACTOR or existing while the property was under the control of CONTRACTOR, CONTRACTOR shall not be relieved of its indemnity obligation to CITY by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the CITY.

21. <u>INSURANCE</u>.

(a) <u>Minimum Scope and Limits of Insurance</u>. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Paragraph 21 and CITY has approved the insurance as to form, amount, and carrier, nor shall CONTRACTOR allow any subcontractor to commence any Work until all similar insurance required of the subcontractor has been obtained and approved.

CONTRACTOR shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:

- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (iii) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. CONTRACTOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers arising from work performed by CONTRACTOR for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (iv) Umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:
 - (1) A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
 - (2) Pay on behalf of wording as opposed to reimbursement;
 - (3) Concurrency of effective dates with primary policies;
 - (4) Policies shall "follow form" to underlying primary policies; and
 - (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.
- (b) <u>Endorsements</u>. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
 - (i) Additional insureds: The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONTRACTOR pursuant to its contract with the City; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; automobiles owned, leased, hired, or borrowed by the CONTRACTOR."
 - (ii) Notice: "Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY."
 - (iii) Other Insurance: "CONTRACTOR's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

- (c) <u>Reporting Provisions</u>. Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (d) <u>Insurance Applies Separately</u>. CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) <u>Deductible or Self-Insured Retention</u>. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which the CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- (f) <u>Proof of Insurance</u>. Prior to commencement of the Work, CONTRACTOR shall furnish CITY, through the Project Manager, proof of compliance with the above insurance requirements in a form satisfactory to City's Risk Management.
- (g) <u>Non-Limiting</u>. Nothing in this Paragraph 21 shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

22. PREVAILING WAGE REQUIREMENTS.

- (a) Prevailing Wage Laws. CONTRACTOR is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This Project is a "public works" project and requires compliance with the Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the CITY, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- (b) <u>Payment of Prevailing Wages</u>. CONTRACTOR shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall post a copy of such wage rates at all times at the project site(s).
- (c) <u>Legal Working Day</u>. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of the Labor Code

regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by CONTRACTOR's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars (\$25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the Work by CONTRACTOR or by any subcontractor(s) of CONTRACTOR, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

- (d) <u>Apprentices</u>. CONTRACTOR shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. CONTRACTOR shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.
- (e) Payroll Records. Pursuant to Labor Code Section 1776, CONTRACTOR and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this Project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776. CONTRACTOR shall also furnish each week to CITY's Project Administration Division a statement with respect to the wages of each of its employees during the preceding weekly payroll period.
- (f) Registration with DIR. CONTRACTOR and any subcontractor(s) of CONTRACTOR shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

23. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall, at its own cost and expense, comply with all applicable local, state, and federal laws, regulations, and requirements in the performance of this Agreement, including but not limited to laws regarding health and safety, labor and employment, and wage and hours.

24. DRUG-FREE WORKPLACE POLICY.

CONTRACTOR, upon notification of the award of this Agreement, shall establish

a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. CONTRACTOR shall conform to all the requirements of CITY's Policy No. 100-5, attached hereto. Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the CITY.

25. NON-DISCRIMINATION.

In performing this Agreement, CONTRACTOR will not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Section 1735 of the California Labor Code.

26. PROVISIONS CUMULATIVE.

The provisions of this Agreement are cumulative and in addition to, and not in limitation of, any other rights or remedies available to CITY.

27. NOTICES.

It shall be the duty and responsibility of CONTRACTOR to notify all tiers of subcontractors and material men of the following special notice provision; namely, all preliminary 20-day notices or stop notices shall be directed only to the City Clerk and to no other department, and shall be either personally delivered or sent by certified mail. postage prepaid.

All other notices shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notices required to be given to CITY pursuant to this Agreement shall be addressed as follows:

City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626 Attn: Ryan Wilson

Notices required to be given to CONTRACTOR shall be addressed as follows:

C.I. Services, Inc. 1145 E. Stanford Court Anaheim, California 92805

Attn: Alex Marcinkowski, President

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28. INDEPENDENT CONTRACTOR.

The parties hereto acknowledge and agree that the relationship between CITY and CONTRACTOR is one of principal and independent contractor and no other. All personnel to be utilized by CONTRACTOR in the performance of this Agreement shall be employees of CONTRACTOR and not employees of the CITY. CONTRACTOR shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes. Nothing contained in this Agreement shall create or be construed as creating a partnership, joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that CONTRACTOR is not a partner with CITY, whether general or limited, and no activities of CITY or CONTRACTOR or statements made by CITY or CONTRACTOR shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

PERS ELIGIBILITY INDEMNIFICATION.

In the event that CONTRACTOR or any employee, agent, or subcontractor of CONTRACTOR providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees' Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

30. VALIDITY.

The invalidity in whole or in part of any provision of this Agreement shall not void

or affect the validity of any of the other provisions of this Agreement.

GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action relating to or arising out of this Agreement shall be subject to the jurisdiction of the County of Orange, California.

32. NO THIRD PARTY BENEFICIARY RIGHTS.

This Agreement is entered into for the sole benefit of the CITY and CONTRACTOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

33. ASSIGNABILITY.

This Agreement may not be transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such transfer or assignment, or attempted transfer or assignment, without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

34. WAIVER.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

HEADINGS.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

36. <u>CONSTRUCTION</u>.

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden

of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

37. COUNTERPARTS.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one Agreement.

38. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

| A municipal corporation | |
|---|-------|
| | Date: |
| Cecilia Gallardo-Daly Interim City Manager | |
| CONTRACTOR | |
| Signature | Date: |
| Alex Marcinkowski, President | - |
| ATTEST: | |
| | Date: |
| Brenda Green City Clerk | |
| APPROVED AS TO FORM: | |
| | Date: |
| Kimberly Hall Barlow City Attorney | |
| APPROVED AS TO INSURANCE: | |
| | Date: |
| Ruth Wang Risk Management | |

| APPROVED AS TO PURCHASING: | | |
|--|-------|--|
| Carol Molina | Date: | |
| Finance Director | | |
| DEPARTMENTAL APPROVAL: | | |
| | Date: | |
| Raja Sethuraman Public Works Director | | |
| | Date: | |
| Ryan Wilson Project Manager | | |
| i iojeet managei | | |

EXHIBIT A CONTRACTOR'S BID

SECTION C

PROPOSAL FOR THE NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

The Honorable City Council City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT, CITY PROJECT 25-05, a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

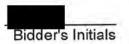
If awarded the Contract, the undersigned agrees to commence the Work under the Contract WITHIN (10) WORKING DAYS AFTER DATE OF CONTRACT AND COMPLETE SAID WORK WITHIN SIXTY (60) WORKING DAYS, from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work in accordance with these Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

| ITEM # | BID ITEM DECRIPTION | EST. QTY. | UNIT | UNIT PRICE (in figures) | ITEMS TOTAL PRICE (in figures) | |
|--------|--|--------------|------|-------------------------------|--------------------------------------|--|
| 1 | MOBILIZATION AND DEMOBILIZATION | | LS | \$8,276.00 | \$ 8,276.00 | |
| NORMA | HERTZOG COMMUNITY CENTER ROOF | REPLACE | MENT | | | |
| 2 | REMOVE EXISTING ROOFING, DISPOSE OF DEMO MATERIAL, CLEAN, & PREP FOR ROOF REPLACEMENT | 1 | LS | \$35,000.00 | \$ 35,000.00 | |
| 3 | REPLACE ROOFING PER GARLAND COMPANY SHOP DRAWINGS AND PROJECT SPECIFICATIONS | 1 | LS | \$ 660,000.00 | \$ 660,000.00 | |
| ALLOW | ANCES | | | | | |
| 4 | ALLOWANCES | 1 | FA | \$42,000.00 | \$42,000.00 | |
| | Total Base Bid | - | 140 | - | \$745,276.00 | |
| | TOTAL BASE BID PROPOSAL FIGUR | RES: | | | \$745,276.00 | |

The award of the Contract shall be based on the lowest responsive **Total Base Bid** amount, and the <u>City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.</u>

The City's request for ADDITIVE BID "A" pricing on the following page is to provide an opportunity, may this scope of work be added to the project per City's direction based on fees submitted and budget availability.

The CITY also reserves the right to reject all Bids.



PROPOSAL BID SCHEDULE (CONTINUED)

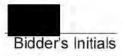
NOTES:

- The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
- The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
- FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
- 4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

 Bidder agrees to initial or notarize (if applicable) all bid proposal form pages P-1, P-1a, P-1b, and P-2 thru P-11 and upload them onto PlanetBids.



PROPOSAL SCHEDULE (CONTINUED)

(Please Type or Print)

| en hundred forty five thousand two hundred seventy six dollars |
|--|
| |
| in figures |
| Bidder's Initials: AM |
| Expiration:01/31/2027 |
| |
| |
| Date: |
| |
| |
| Mobile No.:(714) 867-9178 |
| E-mail: service@cisroofing.com |
| |
| Telephone Number: (714) 867-9178 |
| Mobile No.: (714) 867-9178 |
| Telephone No.: () |
| Mobile No.: () |
| Telephone No.: () |
| Mobile No.: () |
| |

Bidder's Initials

P-2 PROPOSAL

PROPOSAL SCHEDULE

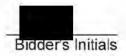
(CONTINUED)

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

| | ying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (circle one) Fifty thousand four hundred dollars |
|--|--|
| N. C. Berlin, S. Tradit, J. D. Harris, S. States, M. S. States, S. | equal to at least ten (10%) percent of the total bid price, payable to the City of |
| mail, or the bidde | uarantee that within fourteen (14) days after written notice is deposited in the er has received notice by telephone, the bidder will furnish proper Certificates |
| | I required bonds satisfactory to the City and execute a contract in accordance and in the manner and form required by the contract documents. |

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.



P-2a PROPOSAL

Respectfully Submitted,

| C.I. Services, Inc. | | C.I. Services, Inc. | |
|--|--|---|--|
| Contractor | 's Business Name | | Title |
| 1145 E. Stanford Cou | rt | | President |
| Business | Address: Street | Singed By | Title |
| Anaheim | CA 92805 | 701434 | 1/31/2027 |
| City 714-867-9178 | State Zip | Contractor's License No. and 0 3/31/2025 | Classification Exp. Date |
| | Phone Number | Date | |
| Alex Marcinkowski, Pr | The state of the s | N/A | |
| Name | Title | Residence | : Street |
| Anaheim CA | 92805 | N/A | |
| City State | Zip | Residence pho | ne Number |
| f the bid is by a corporation and whe | oration, state the names ther more than one office | of the officers who can sign an er must sign. Taxpayer I.D. Number: | |
| Corporation | | _ | |
| I American Mariana | | Can Sign | Must Sign |
| Andrew Wolstan | | X | H |
| lame_ Alex Marcinkowsk lame | | | H |
| Name N/A Address N/A | | | |
| Name N/A | | | |
| Address N/A | | | |
| shall be in the real n provided, however, r County Recorder. | ame of the bidder with a no fictitious name shall be residences of all person | er entity that does business und designation following showing e used unless there is a current of ons and parties interested in the | registration with the Orang |
| Treasurer a | nd last names in full; in and Manager, and affix of of all the individual mem | case of corporation, give name corporate seal; in case of partn obers. | es of President, Secretar erships and joint venture |
| Andrew Wolstan - Co Pre | sident | | |
| Alex Marcinkowski - Co F | President | | |
| | | | |
| | | | |
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| | | | Diddoda Initia |
| | | | Bidder's Initia |

P-3

PROPOSAL

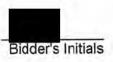
Bidder shall signify receipt of all Addenda here, if any:

| Addendum No. | Date Received | Bidder's Signature |
|--------------|----------------------|--------------------|
| 1 | 3/06/2025 | |
| 2 | 3/12/2025 | |
| 3 | 3/25/2025 | |

CONSTRUCTION PROJECT REFERENCES

In order to more fully evaluate your firm's background and experience for the project herein proposed, it is requested that you submit a list of Public Works and/or similar construction projects completed, or in progress, within the last 24 months. This information will be used to evaluate whether the bid is responsive and or responsible to the call for bids.

| Date Project Awarded | Awarding Agency | Agency's Contract Administrator Contact Information |
|----------------------|--|---|
| 3/19/2025 | Moreno Valley USD | Ryan Beckham, 951-823-9845 |
| 2/25/2025 | City of Garden Grove | Neal Manalansan, 714-741-5052 |
| 3/28/2025 | City of Ontario | Adrian Escamilla, 909-841-1841 |
| 5/8/2024 | Anaheim Union High School District | Jennifer Keys, 714-999-2380 |
| 7/19/2023 | Moreno Valley USD | Ryan Beckham, 951-823-9845 |
| 5/24/2024 | City of Anahelm | Jon Leggett 714-412-5714 |
| 2/13/2024 | San Bernardino Community College District | Greg Ochoa, 909-855-4226 |
| 3/19/2024 | Victor Elementary School District | Jon Pont, 760-245-3533 |
| 5/29/2024 | North Orange County Community College District | Vince Marchetti, 714-808-4500 |
| | | |
| | | |
| | | |



DESIGNATION OF SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half (½) of one percent (1%) of the prime contractor's total bid or ten thousand (\$10,000) dollars, whichever is greater. Bidder shall further set forth the portion of the work, which will be done by each such subcontractor with its Department of Industrial Relations (DIR) registration number. Only one subcontractor for each such portion shall be listed.

If the contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he/she/it shall be deemed to have agreed to perform the balance of all work, which is not covered, and he/she/it shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

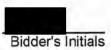
Subletting or subcontracting of any portion of the work to which no subcontractor was designated in the original bid, shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Legislative Body of the Owner.

All information must be filled out and typed. Please use additional pages in this format if needed.

| Bid Item (s) Number | % Portion of Work | Name, Address and E-mail of Subcontractor | State License Number | Class | DIR Registration Number |
|---------------------------|-------------------|--|-------------------------|-----------------|----------------------------|
| 2 | 10% | B&M Tear Off, bmtear@bmtearoff.com 2420 San Creek Road PMB 280, Brentwood, CA | 769864 | C39, C22 C21 | 1000009312 |
| 3 | 30% | Elite Sheet Metal Inc. 1802 East Cedar Street, Ontario, CA | 918127 | C43 | 1000004761 |
| | | | | | |
| | | | | | |
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| | | | | | |
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| | | | | | |
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By submission of this proposal, the Bidder certifies:

 That (I)(we)(it) is able to and will perform the balance of all work which is not covered in the above subcontractors listing.



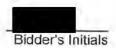
CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

| | C.I. Services, Inc. | Phone: |
|----------------|---|------------------------------|
| Address: _ | 1145 E. Stanford Court | Fax:866-305-6010 |
| _ | Anaheim, CA 92805 | |
| Contact Per | Son: Alex Marcinkowski | No. of years in business: 32 |
| Is the firm cu | urrently certified as a DBE under 49 CFR Part | 26? ☐ YES ☒ NO |
| Type of work | d/services/materials provided by firm? Roofing | Waterproofing |
| A.C. Sandan | | , risto-procinig |
| | our firm's Gross Annual receipts for last year? | , rest, p. semig |
| What was yo | | |
| What was yo | our firm's Gross Annual receipts for last year? | |
| What was yo | our firm's Gross Annual receipts for last year? Less than \$1 Million | |
| What was yo | our firm's Gross Annual receipts for last year? Less than \$1 Million Less than \$5 Million | |

This form can be duplicated if necessary to report <u>all bidders</u> (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).



CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

| Firm Name: B&M Tear Off | Phone: 925-628-2272 |
|--|------------------------------|
| Address: 2420 Sand Creek Road, PBM 280 | Fax: 925-625-2505 |
| Brentwood, CA 94513 | |
| Contact Person: Felpie Bernal | No. of years in business: 28 |
| Is the firm currently certified as a DBE under 49 C | OFR Part 26? ☐ YES ☒ NO |
| Type of work/services/materials provided by firm? | Tear Off |
| What was your firm's Gross Annual receipts for la | st year? |
| Less than \$1 Million | |
| Less than \$5 MillionLess than \$10 Million | |
| X Less than \$15 Million | |
| | |

This form can be duplicated if necessary to report <u>all bidders</u> (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).



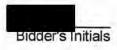
CITY OF COSTA MESA BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE subcontractors and suppliers, who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor, and must be submitted with their bid/proposal. City of Costa Mesa will use this information to maintain and update a "Bidders List" to assist in evaluating the level of DBE participation on all Public Works projects. To the extent permitted by law, all information submitted will be held in confidence.

If Bidders List information is not submitted with the bid, it shall be submitted to the City of Costa Mesa, Construction Management Division, 77 Fair Drive, Costa Mesa, CA 92626, no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following the bid opening. Bidders List information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required Bidders List information by the time specified will be grounds for finding the bid or proposal non-responsive.

| Firm Name: _Elite Sheet Met | al Inc. | Phone: 909-930-3913 |
|-------------------------------|------------------------------------|------------------------------|
| Address: 1802 E. Cedar Str | eet | Fax: N/A |
| Ontario, CA 9176 | 1 | |
| Contact Person: | Gawrich | No. of years in business: 20 |
| Is the firm currently certifi | ed as a DBE under 49 CFR Part | 26? ☐ YES ※ NO |
| Type of work/services/ma | terials provided by firm? Sheet Mo | etal |
| What was your firm's Gro | ss Annual receipts for last year? | |
| Less than \$1 | Million | |
| | | |
| Less than \$10 | | |
| Less than \$1: | | |
| ☐ Wore than \$1 | D MILLION | |

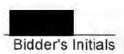
This form can be duplicated if necessary to report <u>all bidders</u> (DBE subcontractors, non-DBE subcontractors and/or suppliers' information).



CONTRACT ASSURANCE

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The CONTRACTOR will require that the above provision is included in all subcontracts.



NONCOLLUSION AFFIDAVIT

The bidders, by its officers and agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other bidder, or with any public officer of such CITY OF COSTA MESA whereby such affiant or affiants or either of them has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached bids; that no bid has been accepted from any subcontractor or supplier through any bid depository, the By-Laws, Rules, or Regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or supplier which is not processed through said bid depository, or which prevent any subcontractor or supplier from bidding to any Contractor who does not use the facilities or accept bids from or through such bid depository; that bidder has not bid as subcontractor to other bidders; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this bid.

| | C.I. Services, Inc. |
|---------------------------------------|--------------------------|
| | Contractor Firm Name |
| | Alex Marcinkowski |
| | Name of Principal |
| | President |
| | CUI William |
| | Signature |
| Subscribed and sworn to before me by: | |
| This day of, 20 | |
| My Commission Expires: | SEE ATTACHED NOTARY FORM |
| Notary Public | |
| | Bidder's Initials |

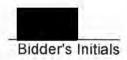
CONTRACTOR'S CERTIFICATION OF WORKERS' COMPENSATION INSURANCE REQUIREMENTS FOR PUBLIC WORKS PROJECTS (Labor Code §1861)

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

| ated:3/31/2025 | |
|----------------|---------------------|
| | CONTRACTOR |
| | C.I. Services, inc. |
| | Company Name |

PROJECT:

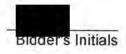
NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT, CITY PROJECT 25-05



DRUG-FREE WORKPLACE POLICY

CONTRACTOR, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a CITY contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Failure to establish a program, notify employees, or inform CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by CITY.

CONTRACTOR shall conform to all the requirements of CITY'S Policy No. 100-5. A copy of this policy is attached to the sample contract agreement as an attachment in the Project Specifications





BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

| Date | Name of Donor | Company/Business Affiliation | Name of Recipient | Amount |
|------|---------------|---------------------------------|----------------------|--|
| N/A | | | | |
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Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

| I declare under penalty of perjury under the land correct. | aws of the State of California that the foregoing is true |
|--|---|
| Alex Marcinkowski, President, C.I. Services, Inc. | |
| Bidder/Applicant/Proposer | |
| 3/31/2025 | |
| Date | |

Bidder's Initials





CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE:

March 06, 2025

TO:

ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 1 COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

| the delivery o | f this addendum, please sign acknowledging receipt herein and e-mail a copy of this sheet to costamesaca.gov. A COPY WILL NOT BE SENT BY MAIL. |
|-----------------|---|
| Received by: | Andrew Wolstan |
| Company: | C.I. Services, Inc. |
| bidder to check | all register with PlanetBids.com in order to retrieve addenda. It is the responsibility of each prospective the City's PlanetBids.com portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476 on a prough the close of bids for any applicable addenda or updates. |
| | 7 0 |

This addendum, effective on this date, addresses the following items:

MANDATORY PRE-BID JOB WALK DATE:

10:00 A.M., Tuesday, March 11, 2025

NO CHANGE

PRE BID JOB WALK LOCATION

1845 Park Ave, Costa Mesa, CA 92627

NO CHANGE

BID OPENING DATE:

2:00 P.M., Monday, March 31, 2025

NO CHANGE

Addendum No. 1 Project and Specifications No. 25-05

Revised Section B Information for Bidders, No. 18.

Date for supplier and material substitutions to be submitted changed to 2:00 PM Friday, March 21, 2025, ten (10) days before bid opening date.

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Sections altered and added throughout Section D Part 1 General Provisions.

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Please acknowledge receipt of this bid addendum by signing on page "P-4" of the proposal within the bid contract documents AND by filling out and signing within the rectangle on the first page of this bid addendum and e-mailing it to ryan.wilson@costamesaca.gov

Sincerely,

Ryan Wilson Assistant Engineer





CITY OF COSTA MESA

P.O BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

March 12, 2025 DATE:

ALL PROSPECTIVE BIDDERS TO:

SUBJECT: ADDENDUM NO. 2 COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

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10:00 A.M., Tuesday, March 11, 2025 PRE-BID JOB WALK DATE:

COMPLETED

PRE BID JOB WALK LOCATION

1845 Park Ave, Costa Mesa, CA 92627

COMPLETED

BID OPENING DATE:

2:00 P.M., Monday, March 31, 2025

NO CHANGE

Addendum No. 2 Project and Specifications No. 25-05

Revised Section E Part 1.1 Special Provisions.

- Updated specifications to defer responsibility of purchasing all project materials from the City to the Contractor. Previous addendum was uploaded with old version of Section E Special Provisions that did no defer responsibility to Contractor.
- All dimensions are to be field verified by the Contractor. Shop drawings and as-built measurements are approximate only.
- Scope of work extended to include removal of all galvanized coping cap and trim throughout the project, including coping on walls around perimeter of Community Center and to replace with new 22 ga kynar metal. Appendix B1 Item #1 and #2 added to show field photographs of areas (not limited to areas shown in photos).
- Metal caps on wood awning structure to be removed and replaced with new 22 ga kynar metal.
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- All flashings below red line in the photo on Item #4 Appendix B1 of center skylight are to be replaced with 22 ga kynar metal.

As-Built Drawings

As-built drawings added as additional attachment.

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Sincerely,

Ryan Wilson Assistant Engineer

Christopher Porter

From: Christopher Porter

Sent: Friday, March 21, 2025 8:46 AM

To: ryan.wilson@costamesaca.gov

Cc: Art Jones

Subject: Confirmation of Addendum - Norma Hertzog Community Center Roof Replacement

Project No 25-05

Attachments: Addendum #1 - Signed.pdf; Addendum #2 - Signed.pdf

Follow Up Flag: Follow up Flag Status: Flagged

Good Morning Ryan,

Please find attached our singed addendum for the subject project. Please confirm receipt.

Best,

Chris Porter
C.I. Services, Inc.
ROOFING, WATERPROOFING, SOLAR

1145 E. Stanford Court Anaheim, CA 92805 Ph: 714.867.9178 / 800.830.7888

Pn: /14.86/.91/8/800.830./888

Fax: 866.305.6010 www.cisroofing.com







CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628-1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE:

March 25, 2025

TO:

ALL PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. 3 COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

| the delivery of | rd this addendum to the appropriate individual as soon as possible. To assist our office in of this addendum, please sign acknowledging receipt herein and e-mail a copy of the costamesaca.gov. A COPY WILL NOT BE SENT BY MAIL. | confirming is sheet to |
|-----------------|---|---------------------------|
| Received by: _ | Andrew Wolstan | |
| Company: | C.I. Services, Inc. | |
| 247279 | | |

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10:00 A.M., Tuesday, March 11, 2025

COMPLETED

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1845 Park Ave, Costa Mesa, CA 92627

COMPLETED

BID OPENING DATE:

2:00 P.M., Monday, March 31, 2025

NO CHANGE

Addendum No. 3 Project and Specifications No. 25-05

Revised Section E Special Provisions 076100 and 075200.

- Special Provisions section 076100, section 1.11 A5 verbiage changed to "Contractor to supply a 2 year bonded warranty and an additional 3 year non-bonded warranty covering roofing system installation and watertightness."
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Sincerely,

Ryan Wilson Assistant Engineer

Christopher Porter

From: Christopher Porter

Wednesday, March 26, 2025 9:13 AM Sent: ryan.wilson@costamesaca.gov To:

Cc: Art Jones

RE: Confirmation of Addendum - Norma Hertzog Community Center Roof Replacement Subject:

Project No 25-05

Addendum #3 - Signed.pdf Attachments:

Follow Up Flag: Follow up Flag Status: Flagged

Good Morning Ryan,

Please find attached the confirmation of addendum #3. Please confirm receipt.

Best,

Chris Porter C.I. Services, Inc. ROOFING, WATERPROOFING, SOLAR

1145 E. Stanford Court Anaheim, CA 92805 Ph: 714.867.9178 / 800.830.7888

Fax: 866.305.6010 www.cisroofing.com



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C.I. Services, Inc.

EXHIBIT B BID PACKAGE



CITY OF COSTA MESA

P.O. BOX 12000

77 FAIR DRIVE

CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: March 06, 2025

TO: ALL PROSPECTIVE BIDDERS

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77 FAIR DRIVE

CALIFORNIA 92628·1200

FROM THE DEPARTMENT OF PUBLIC SERVICES/ENGINEERING DIVISION

DATE: March 25, 2025

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Sincerely,

Ryan Wilson Assistant Engineer

CITY OF COSTA MESA ORANGE COUNTY, CALIFORNIA

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, AND SPECIAL PROVISIONS FOR

NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT 25-05

| | Prepared Under the Direction of | |
|---------|---------------------------------|------------|
| | Seung Yang, P.E. | |
| | City Engineer | |
| | | |
| | | |
| | | |
| Copy No | | Checked by |
| | | |

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PAGE NUMBER

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| | 2 | COUNCIL POLICY 100-5 DRUG FREE WORKPLACE |
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SECTION A

CITY OF COSTA MESA ORANGE COUNTY, CALIFORNIA NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Costa Mesa ("City") invites sealed bids, to be submitted electronically only, for the following project:

COSTA MESA NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

1. <u>BID SUBMISSION AND OPENING</u>: Bids must be submitted electronically via the City of Costa Mesa's PlanetBids portal before the deadline of 2:00 P.M., Monday, March 31, 2025, at which time or shortly thereafter the City will open bids electronically. The bid results will be posted online via PlanetBids. No paper bids or any other form of submittal will be accepted. Any bid received after the scheduled closing time for the receipt of bids will be rejected. The City is not responsible for and accepts no liability in the event a response is late due to any network, internet, or any other technical difficulty or interruption. It shall be the sole responsibility of the bidder to ensure that his/her/its bid is received by the deadline.

To access the bid documents and bid on this project, potential vendors and bidders must first register through the City's PlanetBids portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476

2. SCOPE OF WORK AND BID DOCUMENTS: The scope of work generally consists of mobilization, removing the existing Norma Hertzog Community Center roofing, prepping for replacement, and installing new modified bituminous roofing and manufactured metal roofing panels per the Garland Company's shop drawings and these project specifications. The work shall include all labor, materials, equipment, deliveries, setup, and roof install per the shop drawings and these specifications.

The plans, specifications, and bid documents for this project can be obtained via the City's PlanetBids portal at: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476

It is the bidder's responsibility to ensure that the most current version of the solicitation, including any addenda, has been downloaded. Bids received without the applicable addenda will be rejected as incomplete.

- 3. PRE-BID MEETING OR JOB WALK: A mandatory pre-bid job walk has been scheduled for Tuesday, March 11, 2025 at 10:00 a.m. starting in the front of the City of Costa Mesa's Norma Hertzog Community Center located at 1845 Park Ave, Costa Mesa, CA 92627.
- 4. SCHEDULE OF EVENTS:

Release of RFP
Mandatory Job Walk
Deadline for Written Questions
Responses to Questions Posted
Proposals are Due

Proposals are Due Construction Start Date

February 27, 2025 March 11, 2025 at 10:00 a.m. March 18, 2025, at 11:00 a.m.

March 20, 2025

March 31, 2025, at 2:00 p.m.

September 1, 2025

^{**}All dates are subject to change at the discretion of the City.

- 5. <u>BID CONTENTS</u>: All bids must be submitted on the proposal form included in the bid documents. No bid will be considered unless it is made on the proposal form furnished by the City and made in accordance with the provisions of the bid requirements.
- 6. **BID SECURITY:** Each bidder must submit a certified check, cashier's check, or a bid bond, made payable to or in favor of the City of Costa Mesa, in an amount equal to at least ten percent (10%) of the total amount of the bid, to the Costa Mesa City Clerk **PRIOR** to the bid submission deadline. No bid will be considered unless such certified check, cashier's check, or bid bond is received by the City Clerk prior to the bid submission deadline.
- 7. CONTRACTOR'S LICENSE: A valid California Contractor's State License C-39 (Roofing Contractor License) issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening.
- REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS: Pursuant to Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to Labor Code section 1725.5.
- 9. PREVAILING WAGES: This project is a "public work" subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all works employed on the project shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with Costa Mesa Public Services Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: http://www.dir.ca.gov; these rates are subject to predetermined increases. The prime contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This project is subject to compliance monitoring and enforcement by the DIR.
- 10. <u>PAYMENT BOND AND PERFORMANCE BOND</u>: A Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount, will be required of the successful bidder prior to award of the contract.
- 11. <u>RETENTION</u>: The City withholds five percent (5%) of each progress payment as retention. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for money withheld by the City to ensure performance of the 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 in this state as the escrow agent, who shall then pay those moneys to the contractor. Securities will be returned to the contractor upon satisfactory completion of the contract.
- 12. NON-DISCRIMINATION: The bidding process and contract are subject to State and Federal non-discrimination requirements, including but not limited to the requirement that no person or business shall discriminate on the basis of race, color, national origin, ancestry, religious creed, physical disability, mental disability, medical condition, marital status, sex, gender, gender expression, gender identity, sexual orientation, age, or military or veteran status in its solicitation, selection, hiring, or treatment of individuals or businesses in connection with the bidding process or work performed for the City in connection with the project.
- 13. <u>CITY'S RIGHT TO REJECT BIDS</u>: The City of Costa Mesa reserves the right, in its sole discretion, to reject any or all bids, or to waive any minor irregularities or informalities in any bid.

14. <u>ADDITIONAL REQUIREMENTS</u>: This project is subject to local, State, and Federal regulations and requirements, as detailed in the bid documents.

Brenda Green, City Clerk City of Costa Mesa Dated: February 27, 2025

SECTION B

INFORMATION FOR BIDDERS

- 1. PREPARATION OF BID FORM: The City of Costa Mesa (City) requires that bids be submitted on the proposal available on *PlanetBids* at such time and place as is stated in the Notice Inviting Bids. All information requested in the bid forms must be provided. All bids shall be submitted electronically via the City's public bidding platform, *PlanetBids* only. No other form of submittal shall be accepted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be rejected. Each Bidder is responsible for acknowledging all addenda and ensuring completed proposal forms are uploaded to the PlanetBids.com website. Bid information in the uploaded, electronically submitted, proposal bid form shall match the information that is manually input to the PlanetBids.com website. Only bid information provided as part of the uploaded proposal bid form will be considered part of the bid.
- 2. QUALIFICATION OF BIDDERS: A valid California Contractor's State License C-39 (Roofing Contractor License) issued by the California Contractors State License Board is required at the time the contract is awarded pursuant to California Public Contract Code section 3300. Each bidder must also be qualified as required by law at the time of the bid opening and that are able to meet the following criteria will be eligible to submit a bid:
 - a. Contractors bidding to the City shall have a minimum 5 years continuous experience specializing in modified bituminous roofing and manufactured metal roofing installation and certified by the roofing system manufacturer as qualified to install manufacturer's roofing materials.
 - b. Contractors bidding to the City shall have completed as the prime three (3) projects of comparable quality, size, complexity and type.
 - c. Within three (3) calendar days of request by City, Contractor shall submit evidence of compliance to the above qualifications and provide a list of all work performed, both complete and incomplete, within the previous five (5) years and include the names and phone numbers of the Clients and Architects involved. The list must include at least five (5) Construction Project References indicating Public Works project experience and/or construction experience on projects of similar scope and size that include roof installation which have been completed or are in progress. Forms for this purpose are furnished with the bid package.
 - d. Before a contract is awarded, the City may at its sole discretion, require from the proposed contractor evidence of their ability to faithfully, capably, and reasonable perform such proposed contract within the Contract Time and for the Contract Amount, and may consider such evidence before making a decision on the award of such proposed contract.
- 3. <u>BID SECURITY / BID BOND</u>: Each bid shall be accompanied by one of the following: cash, cashier's check made payable to the City, or a Bidder's Bond executed by an admitted surety insurer, made payable to the City, in an amount not less than 10% of the maximum amount of the bid. This original bid security / bid bond must be submitted to the City Clerk's Office at least one hour <u>prior</u> to the bid submission deadline. Any and all **late** submittals of the bid security / bid bond **shall** be rejected, and it is the bidder's responsibility, not the delivery service, to ensure said bid security / bid bond is delivered timely to the City Clerk's office. The Bidder's Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized. The bid security shall be given as a guarantee that the Bidder, if awarded the

work, shall execute the contract in conformity with the Contract Documents and shall provide the surety bond or bonds as specified therein within fourteen (14) calendar days after a written Notice of Intent to Award Contract is deposited in the mail. In the case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be forfeited to the City.

- 4. <u>NONCOLLUSION AFFIDAVIT</u>: Each bid shall be accompanied by a notarized Noncollusion Affidavit on a form which is included in the Contract Documents.
- 5. <u>SIGNATURE</u>: Via the *PlanetBids* platform, the bid must be *electronically* or *digitally* signed in the name of the Bidder and must be person or persons duly authorized to sign the bid on behalf of the Bidder.
- 6. <u>CORRECTIONS</u>: Any corrections made to the submitted bid must be made electronically via *PlanetBids*.
- 7. <u>DELIVERY OF PROPOSAL:</u> Proposals shall be submitted electronically via PlanetBids: https://www.planetbids.com/portal/portal.cfm?CompanyID=45476. No other form of submittal shall be accepted by the City.
- 8. <u>BID DEPOSIT RETURN</u>: Deposits of three of more low bidders, the number being at the discretion of the City, will be held for sixty (60) calendar days or until posting by the successful bidder of the Bonds and Certificates of Insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned.
- 9. <u>TAXES:</u> No mention shall be made in the proposal of Sales Tax, Use Tax or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.
- 10. <u>WITHDRAWAL OF BIDS</u>: Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.
- 11. <u>AGREEMENT AND BONDS</u>: The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and Certificate of Insurance which he will be required to furnish prior to the execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The successful Bidder will be required to submit **THREE** (3) executed copies of the Agreement, the Performance Bond, the Payment Bond and the Certificate of Insurance. Payment and performance bonds shall be issued by a surety who is listed in the latest revision of U.S. Department of Treasury Circular 570 and Code of Civil Procedure Section 995.120. The Performance Bond and the Payment Bond shall be signed by both, the Bidder and the Surety; and both signatures shall be notarized.
- 12. FORFEITURE FOR FAILURE TO POST SECURITY AND EXECUTE AGREEMENT: In the event the Bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and Certificate of Insurance and return executed copies of the Agreement within fourteen (14) calendar days after notification, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post such security and execute such copies of the Agreement, and may give Notice of Intent to Award Contract to the next lowest responsive and responsible bidder, or may call for new bids.

- 13. <u>BIDDERS INTERESTED IN MORE THAN ONE BID</u>: No person, firm or corporation shall be allowed to make, or file or be interested in more than one bid for the same work unless alternate bids are specifically called for.
- 14. <u>EXAMINATION OF SITE AND CONTRACT DOCUMENTS:</u> Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
- 15. INTERPRETATION OF PLANS AND DOCUMENTS: If any Bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, it may submit to the Engineer a written request for an interpretation or correction thereof. The Bidder submitting the Request for Interpretation (RFI) shall be responsible for its prompt delivery and on the form included within this IFB (Page B-5) Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.
- 16. <u>ADDENDA</u>: The effect of all addenda to the Contract Documents shall be considered in the bid package and said addenda shall be made part of the Contract Documents and shall be returned with the bid package. Failure to submit any such addenda with the bid package may render the bid irregular and result in its rejection by the City.
- 17. QUESTIONS TO THE ENGINEER: Pre-bid questions and requests for interpretation (RFIs) of the bid documents (i.e. Plans, Specifications, Contract Documents, Bid Forms, etc.) shall be submitted no later than 11:00 AM Tuesday, March 18, 2025. Any questions or RFI requests submitted after the advertised date may not receive a response. Substitution proposals will only be considered during the bidding phase.
- 18. EQUIVALENT MATERIALS: Requests for the use of equivalents to those specified, including vendors, must be submitted to the City during the bidding phase. All substitution proposal requests shall be submitted to the City for review no later than 2:00 PM Friday, March 21, 2025, ten (10) days before the bid opening date. No substitution proposals will be accepted after the advertised date, and substitutions will not be considered after award. It is the sole responsibility of the successful bidder to prove to the City that a proposed substitute is truly an equivalent to what has been specified.
- 19. EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the Bidder's financial resources, its construction experience, and its organization and plant facilities available for the performance of the contract.

- 20. <u>LEGAL RESPONSIBILITIES:</u> All proposals must be submitted, filed, made and executed in accordance with State and Federal laws relating to bids for contracts of this nature whether the same or expressly referred to herein or not. Any Bidder submitting a proposal shall by such action thereby agree to each and all of the terms, conditions, provisions and requirements set forth, contemplated and referred to in the Plans, Specifications and other Contract Documents, and to full compliance therewith. Additionally, any Bidder submitting a proposal shall, by such action thereby, agree to pay at least the minimum prevailing per diem wages as provided in Section 1773, et. seq. of the Labor Code for each craft, classification or type of workman required as set forth by the Director of Industrial Relations of the State of California.
- 21. <u>ANTI-DISCRIMINATION</u>: It is the policy of the City that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.
- 22. DRUG-FREE WORKPLACE POLICY: Contractor, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the workplace, the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and the employee assistance programs available to employees. Each employee engaged in the performance of a City contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. Contractor shall conform to all the requirements of City's Policy No. 100-5. Failure to establish a program, notify employees, or inform the City of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of the contract by the City.
- 23. <u>BID PROTEST PROCEDURES</u>: Any bid protest must be submitted in writing before 5:00 PM of the 5th business day following bid openings. The initial protest document shall contain a complete statement of the basis for the protest. The protest shall refer to the specific portion of the document which forms the basis for the protest. The protest shall include the name, address and telephone number of the person representing the protesting party. 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. Upon receipt of a bid protest, the matter shall be reviewed by the Public Services Director, whose decision shall be final. This procedure supersedes the procedure of appeal outlined in City of Costa Mesa Municipal Code Section 2-303.
- 24. ASSEMBLY BILL 626: Assembly Bill 626 (AB 626), adds section 9204 to the Public Contract Code creating a claims resolution process applicable to any claim (as defined) by a contractor against a public entity filed in connection with a public works project. Section 9204 applies to public works contracts entered into on and after January 1, 2017. The legislation was supposed to sunset (end) on January 1, 2020, unless extended by subsequent legislation. The summary of Section 9204 is specified as follows:

In the event of any dispute or controversy with the City over any matter whatsoever, the

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

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to the dispute procedures set forth in Public Contract Code Section 9204 and Public Contract Code Section 20104, et seq. (Article 1.5), to the extent each is applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Section 20104 et seq. (if applicable), and must then adhere to Section 20104, et seq. and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

SECTION C

PROPOSAL FOR THE NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT CITY PROJECT NO. 25-05

The Honorable City Council City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626

Dear Council Members:

In compliance with the NOTICE INVITING BIDS FOR THE **NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT, CITY PROJECT 25-05,** a copy which is hereto attached, the undersigned has carefully examined the location of the proposed Work, the Plans, Specifications and other Contract Documents and is therefore satisfied as to the conditions to be encountered, as to the character, quality and quantity of work to be performed and materials to be furnished and as to the requirements of the specifications and the Contract. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination.

If awarded the Contract, the undersigned agrees to commence the Work under the Contract WITHIN (10) WORKING DAYS AFTER DATE OF CONTRACT AND COMPLETE SAID WORK WITHIN SIXTY (60) WORKING DAYS, from the first day of commencement of such work unless legal extension is granted in accordance with the terms set forth in the specifications, and to perform and complete the Work in accordance with these Specifications and other Contract Documents, and to furnish all labor, materials, tools and equipment necessary to complete the Work in-place therefor, in the manner and time herein prescribed at the following prices, to wit:

P-1 BID PROPOSAL

| BASE BID SCHEDULE PROPOSAL FOR NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT | | | | | | | | | |
|--|--|--------------|------|-------------------------------|--------------------------------------|--|--|--|--|
| ITEM # | BID ITEM DECRIPTION | EST. QTY. | UNIT | UNIT PRICE (in figures) | ITEMS TOTAL PRICE (in figures) | | | | |
| 1 | MOBILIZATION AND DEMOBILIZATION | 1 | LS | \$ | \$ | | | | |
| NORMA | NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT | | | | | | | | |
| 2 | REMOVE EXISTING ROOFING, DISPOSE OF DEMO MATERIAL, CLEAN, & PREP FOR ROOF REPLACEMENT | 1 | LS | \$ | \$ | | | | |
| 3 | REPLACE ROOFING PER GARLAND COMPANY SHOP DRAWINGS AND PROJECT SPECIFICATIONS | 1 | LS | \$ | \$ | | | | |
| ALLOWANCES | | | | | | | | | |
| 4 | ALLOWANCES | 1 | FA | \$42,000.00 | \$42,000.00 | | | | |
| | Total Base Bid | - | - | - | \$ | | | | |
| | TOTAL BASE BID PROPOSAL FIGU | | | | | | | | |
| | TOTAL BASE BID PROPOSAL (Words): | | | | | | | | |

The award of the Contract shall be based on the lowest responsive **Total Base Bid** amount, and the <u>City reserves the right to delete one or more bid items and/or to increase and/or to decrease bid items' quantities.</u>

The City's request for ADDITIVE BID "A" pricing on the following page is to provide an opportunity, may this scope of work be added to the project per City's direction based on fees submitted and budget availability.

The CITY also reserves the right to reject all Bids.

| • | Bidder's | Initials |
|---|----------|----------|

P-1a BID PROPOSAL

PROPOSAL BID SCHEDULE (CONTINUED)

NOTES:

- 1. The accuracy of estimate quantities as shown is not guaranteed; the Bidder shall make his/her own estimate from the drawings and field review for verification. If the unit price and the total amount are different, the unit price will control the bid. Payment shall be based on actual work done and/or actual quantities used.
- 2. The City reserves the right to delete one or more bid items and/or to increase or decrease bid items' quantities, at no additional cost to the City.
- 3. FA designates force account. Payment shall be made on a time and materials basis, only if directed by the ENGINEER.
- 4. (F) Designates Final Pay Item. When an item of work is designated as "FINAL PAY ITEM" in the Specifications, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions. If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as "FINAL PAY ITEM" in the Specifications, shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

5. Bidder agrees to initial or notarize (if applicable) all bid proposal form pages P-1, P-1a, P-1b, and P-2 thru P-11 and upload them onto *PlanetBids*.

Bidder's Initials

P-1b BID PROPOSAL

PROPOSAL SCHEDULE

(CONTINUED)

The Contractor agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Contractor from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Contractor agrees that the City shall have the right to increase or decrease the quantity of any bid item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price bid for other various items or work.

| Ad | ompanying this proposal is "Cash," "Certified Check," or "Bidder's Bond" (| circle one) |
|------------|--|--------------|
| in the am | unt of | |
| (\$ |) equal to at least ten (10%) percent of the total bid price, payable to | the City of |
| Costa M | a, to guarantee that within fourteen (14) days after written notice is depos | sited in the |
| mail, or t | e bidder has received notice by telephone, the bidder will furnish proper (| Certificates |
| of Insura | ce, and required bonds satisfactory to the City and execute a contract in a | ccordance |
| with the p | oposal and in the manner and form required by the contract documents. | |

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City of Costa Mesa as Liquidated Damages if the above requirements are not complied with.

Bidder's Initials

P-2a PROPOSAL

PART 1.2 TECHNICAL SPECIFICATIONS

SECTION 07 61 00 - MANUFACTURED METAL ROOFING PANELS

PART 1 — GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 1 Specification Sections apply to this Section.
- B. Provide all labor, equipment, and material to reroof the Norma Hertzog Community Center located at 1845 Park Ave, Costa Mesa, Ca. 92627. All roof sections are included at this site.

1.2 SUMMARY

A. Work described in this section includes pre-formed factory tapered metal roofing system, metal wall panels, gutters, and coping complete with clips, perimeter and penetration flashing, and closures. All existing copper penny colored metal on this building is to be replaced under this contract. Install per shop drawings.

1.3 REFERENCES

- A. American Architectural Manufacturer Association (AAMA):
 - AAMA 501.1 Standard Test Method for Metal Curtain Walls for Water Penetration using Dynamic Pressure.
- B. American Iron and Steel Institute (AISI):
 - 1. 1996 Edition Specification for the Design of Cold-Formed Steel Structural Members.
- C. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7 Minimum Design Loads for Buildings and Other Structures.
- D. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):
 - Architectural Sheet Metal Manual, 5th edition.

1.4 SUBMITTALS FOR REVIEW PRIOR TO AWARD

- A. Letter accepting City provided Shop Drawings that were provided in the bid package. If any exceptions are taken or changes need to be made, please provide this in writing. Must be approved by manufacturer under their warranty guidelines.
- B. Product Data: Include manufacturer's detailed material and system description, panel and field seam installation instructions, engineering performance and finish specifications.
- C. Warranty: Provide unexecuted specimen warranty documents for each warranty as required in specification section 1.12. Same manufacturer must warranty all roofing including standing seam, mod bit roofing, and metal wall panels. This must include all transitions.
 - D. Samples.

- 1. Submit sample of panel section, at least 6" x 6" showing seam profile
- 2. Submit sample of wall panel section, at least 6" x 6" showing seam profile

1.5 CONTRACT CLOSEOUT SUBMITTALS

 Special Project Warranty: Provide warranty for the Project, executed by the authorized agent of the Manufacturer.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an Installer who has completed the Manufacturer's Approved Roofing Contractor course and is currently certified for the installation of this roof system.
- B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.
- C. Source Limitations: Obtain all components of roof system from a single manufacturer, including roll goods materials if required. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
 - 1. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.
 - 2. Manufacturer shall have direct authority and control over all fabrication of steel components as well as the raw materials used in their fabrication.
- D. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.
- E. Engage the Manufacturer's Field Representative to conduct required inspections of work in progress as described herein and shall furnish written documentation of all such inspections. These inspections should take place at least 3 days per week.
- F. Alternate Manufacturers: The following manufacturer criteria must be submitted. Alternate systems will not be considered for approval unless each of these items has been submitted for review at least 10 days prior to bid opening:
 - 1. Submit each item listed in article 1.4 (A through F) and 1.5 (A through G) for evaluation of the proposed system.
 - 2. Tests shall have been made for identical systems within the ranges of specified performance criteria.
 - 3. Empirical calculations for roof performance shall only be acceptable for positive loads.
 - 4. A list of a minimum of five (5) jobs where the proposed alternate material was used under similar conditions and with the same length of panels. The reference list shall include date of project, size of project, project address, and telephone number of architect/owner contact.
 - 5. A financial statement demonstrating a minimum of a 3:1 ratio of assets to liabilities.
 - 6. A letter from the manufacturer stating that they will provide the building owner with a site inspection for a minimum of one (1) hour per day by an experienced, full time employee of the company at least three days per week for the entirety of the roofing project.

- 7. A written statement from a corporate officer of the manufacturing company stating that he or she has reviewed the specifications and confirms that the proposed system meets or exceeds all performance requirements listed as well as meets the panel size (length), gauge, weight, clip design, sealant design, uplift pressures and height of the vertical seam
- 8. A copy of manufacturer's 30 year warranty. Warranty must include coverage for all trim, flashing, fascia, soffits, and penetrations associated with this roof.
- 9. Proof that the manufacturer has been in business for a minimum number of years equal to the warranty period required for this project.
- G. Site Formed Panels: Panels in excess of shippable length shall be formed on-site. Site formed panels shall meet each of the following requirements:
 - 1. Panels shall be formed on heavy duty factory type roll formers. Roll formers shall gradually form the panel profile utilizing no fewer than twelve (12) forming stations to improve quality and minimize oil canning.
 - 2. All tooling shall be polished and tempered to a minimum hardness of Rockwell C 52. Tooling shall be maintained clean and in good working condition. Tooling repairs or modifications made by means of welding, sawing, grinding, or the like are unacceptable, as they may contribute to poor quality, aesthetics, and performance of the end product.
 - 3. Panels shall be of identical profile and characteristics as factory formed panels and specimens used as the basis of performance tests.
 - 4. Sealant shall be factory applied in a separate factory formed snap on cap. Site/field applied seam sealant is unacceptable. Seam caps may be shipped in forty-five (45) feet or less length and lap spliced over full length panels in accordance with manufacturer's system details.
 - 5. Site roll forming equipment shall be operated by a trained full time experienced technician. The installer must provide additional personnel to handle raw materials and finished product as necessary.

1.7 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing which must precede or follow roofing work (including mechanical work if any), Architect, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities. Objectives of conference to include:
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.

- 4. Review roofing system requirements (drawings, specifications and other contract documents).
- 5. Review required submittals both completed and yet to be completed.
- 6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
- 7. Review required inspection, testing, certifying and material usage accounting procedures.
- 8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).
- Record discussion of conference including decisions and agreements (or disagreements)
 reached. Furnish a copy of record to each party attending. If substantial disagreements
 exist at conclusion of conference, determine how disagreements will be resolved and set
 date for reconvening conference.
- C. Review notification procedures for inclement weather or non-working days.
- D. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
- E. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved the satisfaction of the Owner and Engineer of Record. This shall not be construed as interference with the progress of Work on the part of the Owner or Engineer of Record.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Manufacturer's responsibilities:
 - 1. All roof panels shall be shipped from the manufacturer with strippable film or similar packaging material separating the individual panels to minimize flexing, stressing, scratching or otherwise damaging the material during transit to the job.
 - 2. Fully cover steel with tarpaulins or similar protective cover during transit to prevent dirt and debris from coming in contact with the finished goods.
- B. Installer's responsibilities:
 - 1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.
 - 2. Unload roof panels using a boom or crane, supporting the panels in at least two locations during lifting, and never lift more than three panels at a time.
 - 3. Protect moisture-sensitive materials and water-based from the weather.
 - 4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.9 PROJECT CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage and protection requirements for roofing system.

1. Protection:

- a. Protect completed roofing from subsequent construction operations. Comply with Manufacturer's recommendations.
- b. Do not overload roof with stored materials.
- c. Support no roof-mounted equipment directly on the roofing system.
- B. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place an approved prior to installation of roofing.

1.10 DESIGN AND PERFORMANCE CRITERIA

- A. Thermal Expansion and Contraction:
 - Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 - 2. The design temperature differential shall be not less than 180° F.
 - 3. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
 - 4. Location of metal roofing rigid connector shall be at center of roof to allow for the expansion to go to both ridge and eave.
- B. Uniform wind load capacity
 - 1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Anchor clips shall be installed exactly as spacing given in article 3.0.
 - a. Design Code: ASCE 7, Method 2 for Components and Cladding.
 - b. Safety Factor: 1.650 after any load reduction or material stress increase.
 - c. Category II Building with an Importance Factor of III
 - d. Wind Speed: 90 mph.
 - e. Ultimate Pullout Value: 900 pounds per each of the two fasteners holding the panel anchor to the roof decking or framing system.
 - f. Exposure Category: C
 - Capacity shall be determined using pleated airbag method in accordance with ASTM E1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.
- C. Uniform Positive Load Capacity.
 - 1. The installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Live Load of 20 psf;
 - 2. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.

- D. Underwriters' Laboratories, Inc., (UL) fire resistance P ratings for roof assemblies: If applicable, panel system shall be approved for use in an appropriate Construction Assembly, as defined by UL 263.
- E. Underwriters' Laboratories, Inc., (UL), wind uplift resistance classification: Roof assembly shall be classified as Class 1-90, as defined by UL 580.
- F. Underwriters' Laboratories, Inc., (UL) Class A fire rating per UL 790.
- G. ASTM E283: Static pressure air infiltration (doors, windows, curtain walls):
 - 1. Pressure Leakage Rate
 - a. 1.57 PSF 0.0007 cfm/sq.ft.
 - b. 6.24 PSF 0.0002 cfm/sq.ft.
 - c. 20.0 PSF 0.0036 cfm/sq.ft.
- H. ASTM E331: Static pressure water infiltration (doors, windows, curtain walls):

Pressure Result

- a. 5 Gal./Hr. per S.F. and Static No Leakage
- b. Pressure of 20.0 Psf for 15 minutes
- I. ASTM E1680: Static pressure air infiltration (roof panels):
 - 1. Pressure Leakage Rate
 - a. 1.57 PSF 0.0012 cfm/sq.ft.
 - b. 6.24 PSF 0.0001 cfm/sq.ft.
 - c. 20.0 PSF 0.0011 cfm/sq.ft.
- J. ASTM E1646: Static pressure water infiltration (roof panels):

Pressure Result

- a. 5 Gal./Hr. per S.F. and Static No Leakage
- b. Pressure of 20.0 Psf for 15 minutes
- K. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.
- L. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.
- M. Wind and wind driven rain resistance: No water penetration or panel movement when exposed to 110 mph wind velocities when tested in accordance with TAS 100.
- N. Water penetration in low slope applications: No water penetration or panel movement when subject to 6" head of water for 6 hrs when tested in accordance with the ASTM E2140 and when subject to 6" head of water for 7 days when tested in accordance with the TAS 114 appendix G.

1.11 WARRANTIES

- A. Manufacturer shall execute a single warranty covering of the following criteria. Multiple-source warranties are not acceptable.
 - 1. Manufacturer's 30 year watertight warranty for the standing seam metal roofing, including coverage for all trim, flashings, and penetrations associated with the roof area.
 - 2. Manufacturer's 10 year water tight warranty for the metal wall panels.
 - 20 year coverage on finish including checking, crazing, peeling, chalking, fading and/or adhesion.
 - 4. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.
 - 5. Contractor to supply a 2 year bonded warranty and an additional 3 year non-bonded warranty covering roofing system installation and watertightness.
 - 6. Same manufacturer must warranty wall panels, mod bit roofing, and standing seam roofing, and all transitions.

1.13 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, the roofing system manufacturer will inspect the work not less than 3 days per week. In addition, the manufacturer will:
 - 1. Keep the Owner informed as to the progress and quality of the work as observed.
 - 2. Report to the Architect in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
 - Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

PART 2 — PRODUCTS

2.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section "Common Product Requirements."
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
 - Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for nonconformance.
 - 2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least

- five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
- 3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
- 4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected. Substitutions must be done 10 days before the bid to allow for other bidders to bid the substituted product.

2.2 ACCEPTABLE MANUFACTURERS

A. The design is based upon R-Mer Span and R-Mer Wall roofing systems engineered and manufactured by The Garland Company or preapproved equals:

The Garland Company 3800 East 91st Street Cleveland, Ohio 44105 Telephone: (949) 322-1770 Steve Lampman

Website: www.garlandco.com

2.3 METAL STANDING SEAM ROOFING SYSTEM

A. Materials.

- 1. Panel materials: 22 ga, 16" panels, Galvalume steel, type AZ-55, smooth as per ASTM A792-96.
- 2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof system, unless indicated otherwise. 22 ga flat stock for trim and accessories.

B. Finishes:

- 1. Exposed surfaces for coated panels:
 - a. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - b. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
 - c. Color shall be Copper Penny
- 2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 .30 dry film thickness (TDF).
- C. Characteristics of standing seam:
 - Provide the same panel profile from a single manufacturer for all standing seam roof areas.
 - 2. Provide standing seam panels incorporating mechanically interlocked, concealed anchor clips allowing unlimited thermal movement, and of configuration which will prevent entrance or passage of water.

- a. Panel/Cap configuration must have a total of four (4) layers of steel surrounding anchor clip for prevention of water infiltration and increased system strength designed to limit potential for panel blow-off.
- b. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap (if required) and trim details (as per manufacturer's guidelines).
- c. Provide panels in continuous lengths from ridge to eave with no overlaps om upper roof. Ridge cap to be installed at center of upper roof. Continuous length panels from eave to eave on lower roof.
- d. Panels lengths which exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.
- e. Seam caps shall be manufactured in the factory and may be installed with end laps. Seam sealant must be factory applied.
- 3. Seam must be two and three-eighths (2-3/8) inches minimum height for added upward pressures and aesthetic appeal. Seam shall have continuous anchor reveals to allow anchor clips to resist positive and negative loading and allow unlimited expansion and contraction of panels due to thermal changes. Integral (not mechanically sealed) seams are unacceptable.
- 4. Concealed Standard Anchor Clips: Clips must be sixteen (16) gauge Galvalume steel, ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.
 - a. Two (2) piece clips are unacceptable.
 - b. Sealant applied in panel cap must be isolated from clip to insure that no sealant damage occurs from the movement of the panel during expansion and contraction.
 - c. Clip must maintain a clearance of a minimum of three-eighths (3/8) inches between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.
- 5. Seam cap: Snap-on cap shall be a minimum of 1" wide "T" shaped of continuous length up to forty-five (45) feet according to job conditions and field seamed by means of manufacturer's standard seaming machine.
 - a. Cap shall be designed to receive two (2) beads of continuous hot applied gasketing sealant which will be applied independent of anchor clip to allow unlimited thermal movement of panel without damage to cap sealant.
 - b. Sealant shall be a SIS (Styrene-Isoprene-Styrene) block copolymer type thermoplastic rubber adhesive, non-fatigue water barrier.
- 6. Standing Seam Panel Width: 16"
- 7. Replaceability: Panels shall be of a symmetrical design with snap on, mechanically seamed cap configuration such that individual panels may be removable for replacement without removing adjacent panels.
- 8. Panel ends shall be panned at ridge, headwall, and hip conditions, or where applicable.
- 9. Panel length: Full length without joints, including bends.

D. Accessories.

- 1. Gable anchor clips for:
 - a. Standing Seam style.
 - b. Galvalume steel, type AZ-55, minimum thickness 16 gauge

Fasteners:

- a. Concealed fasteners: Corrosion resistant steel fasteners (zinc plated, stainless steel or approved equal) designed to meet structural loading requirements.
 Provide #14 as the minimum fastener size.
- b. Exposed fasteners: Series 410 stainless steel fasteners or one-eighth (1/8) inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.
- 3. Closures: Factory precut closed cell foam meeting ASTM D1056 or ASTM D3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
- 4. Provide all miscellaneous accessories for complete installation.
- 5. Underlayment: R-Mer Seal

2.3 METAL WALL PANEL SYSTEM

A. Materials.

- 1. Panel materials: 22 ga, 16" panels, Galvalume steel, type AZ-55, smooth as per ASTM A792-96.
- 2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof system, unless indicated otherwise. 22 ga flat stock for trim and accessories

B. Finish on surfaces:

- 1. Exposed surfaces for coated panels:
 - b. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), applied by manufacturer's approved applicator.
 - c. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.
 - d. Color shall be Copper Penny
- 2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 .30 dry film thickness (TDF).

C. Characteristics:

1. Fabrication: Panels shall be factory roll-formed from the specified metal. Field rolled panels will not be allowed.

- 2. Configuration: Interlocking flush/flat seams incorporating concealed anchor clips. Through fastened or exposed fastener systems are not acceptable.
- 3. Panel seam legs shall be one and one half (1 ½) inch nominal concealed depth behind the panel face. Seam shall allow for expansion and contraction of panels due to thermal changes. 3. Anchor clips: Clips shall be 22 gauge galvalume steel designed to allow thermal movement of the panel in each direction along the longitudinal dimension.
- 4. Panel Width (Seam Spacing): 12" nominal.
- 5. Panel lengths: Full length without joints
- 6. Profile of panel face shall have mesa's every two (2) on center continuous throughout panel which are a minimum of one and one half (1 ½) inches wide. These will absorb thermal stresses, reduce oil canning, and provide aesthetic appeal.
- 7. Underlayment: R-Mer Seal

D. Accessories:

- 1. Fasteners:
 - a. Concealed fasteners: Corrosion resistant steel screws, #10 x 1" long, pancake head, Phillips drive. Use self-drilling, self-tapping for metal substrate or A-point for plywood substrate.
 - b. Exposed fasteners: Series 410 stainless steel screws or one eighth (1/8) inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted o match the color of the wall panels.
- 2. Provide all miscellaneous accessories for complete installation.

2.4 ACCESSORY PRODUCTS

A. Sealant:

- 1. Acceptable product:
 - a. Concealed Application: Non-curing butyl sealant or approved equal.
 - b. Exposed Application: Garland SS sealant or approved equal.
- 2. Colors: As selected by owner from sealant manufacturer's standard selection.

B. Underlayment:

- 1. Underlayment shall be applied over entire roof area.
- 2. Provide protective membrane/underlayment with "class A" fire rating over deck surfaces.
 - a. Apply a single layer of self adhering, R-Mer Seal self adhering base sheet shingle fashion over the entire roof area beginning at the low end of the roof section. Allow for four inch (4") side laps and eight inch (8") end laps.
 - b. Turn sheet up and over parapets and curbing.
 - c. Use a weighted roller over entire section to ensure positive contact.

d. Install underlayment in strict accordance with manufacturer's application procedures, precautions and limitations.

2.5 FABRICATION

- A. Shop fabricate metal roofing and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.
- B. Form flashing components from full single width sheet in minimum ten (10) foot lengths. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.
- C. Fabricate roofing and related sheet metal work in accordance with approved shop drawings and applicable standards.

PART 3 — EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of Division 01 Section "Common Execution Requirements."

3.2 PREPARATION

- A. Design system so that the panel installation may be started and/or terminated at any given point in the area.
- B. Remove existing loose material, dirt and debris from the roof area. All accumulations of asphalt or other repair materials shall be removed to provide a smooth, flat substrate without imperfections that will be evident in the finished work.
 - 1. Any metal described above that will come in contact with the new roof shall be checked for type and replaced or protected if galvanic action may be a problem.
- C. Strip existing contaminating material from all metal components that are indicated to be reutilized. Protect these metal components. Replace damaged components with new of similar type and dimension.
- D. Replace wood blocks and/or sleepers indicated to be replaced with new pressure-treated wood, redwood, or other form of blocking acceptable to the Manufacturer.
 - Do not use pressure-treated wood containing salt-based preservatives or materials corrosive to steel. Provide Material Safety Data Sheets to the roofing manufacturer for verification prior to installation.
- E. Remove pipes, conduits or equipment indicated to be abandoned and removed.
 - 1. All curbs, soil stacks, and other interior flashing surfaces shall be extended to a minimum of 8" above the new horizontal roof surface or shall be pressure sealed at the top edge.

3.3 INSTALLATION, GENERAL

- A. Install roof system when the atmospheric dry bulb temperature is minimum 40 degrees Fahrenheit and rising.
- B. Install all components of the roof system in exact accordance with the manufacturer's standard published procedures as applicable to these project conditions and substrates.
- C. Install all required vapor retarder, air seals and preliminary tapered, insulating substrates required per enclosed specifications.

D. Lay out and anchor all roof framing sections or purlins according to the approved roof plan.

3.4 STANDING SEAM AND FLASHING INSTALLATION

- A. Comply with all details and install roofing materials and flashings in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.
- B. Prepare roof for the installation of standing seam panels, including:
 - Install all decking, framing, and/or furring members as indicated in this specification and bid documents.
 - 2. Install all insulation and/or air infiltration barriers as indicated in this specification and bid documents.
 - 3. Install all underlayments and/or temporary water proofing materials as required in this specification and bid documents. For panel installation over board insulation, include the requirement for bearing plates.
- C. Directly over the completed roof substrate, install one (1) piece panel anchor clips. All anchor clips will be set on sixteen (16) gauge galvanized pre-punched bearing plates to distribute the loads on the board insulation or all anchor clips will be fastened into the structural roof substrate based on the following spacing pattern:
 - 1. Clip spacing must be 5 ft 0 inches O.C. for all zones
 - 2. Clip spacing for vertical walls panels will be 2 feet O.C.for all zones
- D. Installation of Roof Panels: Roof panels can be installed by starting from either end and working towards the opposite end. Due to the symmetrical design of the specified panels system, it is also acceptable to start from the middle of the roof and work toward each end.
 - 1. A stainless steel pop rivet shall be secured through the anchor reveal of the panel leg and extend into the arm of the panel clip located at the ridge of the system. Provide at each arm of the clip along the ridge. The panel is then anchored at both sides of the clip.
 - a. Capture all drilling debris during this operation with a rag or cloth placed on the panels at the drilling operation.
 - b. Panels are not securely attached to the roof until fixed to the anchor clip. To avoid damage and injury, all panels shall be fixed to the anchor clip immediately as they are installed.
 - 2. Un-installed panels which are temporarily stored on the ground or roof shall be secured in place at the end of each day's work to prevent possible damage or injury.
- E. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.
- F. Limit exposed fasteners to extent indicated on shop drawings.
- G. Anchorage shall allow for temperature expansion/contraction movement without stress or elongation of panels, clips, or anchors. Attach clips to structural substrate using fasteners of size and spacing as determined by manufacturer's design analysis to resist specified uplift and thermal movement forces.
- H. Seal laps and joints in accordance with roofing system manufacturer's product data.

- I. Coordinate flashing and sheet metal work to provide weather tight conditions at roof terminations. Fabricate and install in accordance with standards of SMACNA Manual.
- J. Provide for temperature expansion/contraction movement of panels at roof penetrations and roof mounted equipment in accordance with system manufacturer's product data and design calculations.
- K. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.
- L. Maximum variation from true planes or lines shall be one-fourth (1/4) inch in twenty (20) feet and three-eighths (3/8) inch in forty (40) feet of more.
- M. Form joints in linear sheet metal to allow for one-fourth (1/4) inch minimum expansion at twenty (20) feet on center maximum and eight (8) feet from corners.
- N. At joints in linear sheet metal items, set sheet metal items in two (2) one-fourth (1/4) inch beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- O. Remove damaged work and replace with new, undamaged components.
- P. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.
- Q. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

3.5 CLEANING

- A. Clean installed work in accordance with the manufacturer's instructions.
- B. Replace damaged work than cannot be restored by normal cleaning methods.

3.6 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction

3.7 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Inspect roofing work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify the Owner and Architect upon completion of corrections.
- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION 07 61 00

SECTION 07 52 00 – MODIFIED BITUMINOUS ROOFING WITH KEE STONE FB 60 MIL MEMBRANE – COLD APPLIED

Part 1 - General

1.1 SECTION INCLUDES

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 1 Specification Sections apply to this Section.
- B. Provide all labor, equipment, and material to reroof the Norma Hertzog Community Center located at 1845 Park Ave, Costa Mesa, Ca. 92627. All roof sections are included at this site.

1.2 SUMMARY

A. Scope of Work

- All drains must be water tested by Contractor before roof replacement begins. If any drains are clogged, Owner to be notified immediately. Do not proceed until drains are in working order.
- 2. Remove existing roof system, insulation and crickets down to the underlying deck.
- 3. Replace insulation with new to match existing.
- 4. Replace any plastic or missing drain/overflow covers with new cast iron covers.
- 5. Install new crickets to match existing, enlarge where possible to aid in water flow to drains. Also install crickets behind all curbs over 2' wide
- 6. Mechanically fasten ½ primed dens deck insulation assembly into deck and all vertical surfaces per ASCE 7 using a 11-17-21 pattern. For roof sections with insulation, mechanically fasten ½" DensDeck prime through insulation. DensDeck Prime must be installed everywhere roofing is to be installed.
- Install FlexBase 80 over entire field of roof using Green Lock Plus Membrane Adhesive at 2.5 gallons per square. Flexbase 80 in all base flashings to be installed in 4 gallons per square of Green Lock Plus Flashing Adhesive
- 8. As the top sheet of the roof assembly, install in KEE Stone Foam Spatter Spray Adhesive onto modified membrane and then install 60 mil KEE Stone Fleece Back. Install foam adhesive in splatter pattern per ASCE 7. Prior to application, brush or blow clean entire surface of the modified membrane. For the field application broom in and apply weighted roller. On conditions where applied to wall flashings and curbs apply the foam directly to the non fleece back KEE membrane and roll in.
- 9. All parapet wall flashing and curbs to have non-fleece back KEE-Stone 60 set in KEE-Lock Flashing adhesive. Parapet walls over 3' tall to have bottom layer of KEE-Stone 60 terminated with termination bar set in butyl tape with the next level of KEE-Stone 60 covering the termination bar. Top layer of KEE-Stone 60 to be terminated with termination bar set in butyl tape and then extended underneath coping.
- 10. Ensure all laps are kept clean to ensure proper heat welding of seams. Install KEE utility sheet in all inside and outside corners for reinforcement. Seal all termination bars with Tuff Stuff non-sag urethane sealant. Install jacks on all penetrations.
- 11. Furnish and install rubberized supports at a minimum 8 ft. O.C. and install new clamps/hardware. Blocking to be adhered to a single ply separation layer and then separation layer to float freely on roof.

- 12. Raise all pipe penetrations to 8" above final finished roof height if height is less than this currently.
- 13. Replace all coping, galvanized coping cap, and trim with new 22 ga kynar metal. Outer edge to have a continuous cleat. Fasten on inside leg with rubber grommet screws every 18" O.C. See Item #1 in Appendix B1 for a photo of the galvanized coping cap and trim to be replaced. Material to be replaced not limited to items in the photo.
 - a. Galvanized coping on walls around perimeter of Norma Hertzog Community
 Center to be replaced with new 22 ga kynar metal to match roofing. See
 Appendix B1, Item #2 for field photos of galvanized coping on walls. Material to
 be replaced not limited to items in the photo.
 - b. Metal caps on wood awning structure shall be replaced with new 22 ga kynar metal to match roofing. See Appendix B1, Item #3 for field photos of metal awning. Material to be replaced not limited to items in the photo.
 - c. All flashings shown in Appendix B1, Item #4, below the drawn red line of the center skylight are to be replaced with new 22 ga kynar metal to match the roofing. Detail per Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA).
- 14. Contractor responsible for raising any pipes that need to be raised to 8" including but not limited to electrical, conduits, gas, etc. Customer will turn off gas when asked by Contractor.
- 15. Replace all vent caps with new to match existing.
- 16. Contractor to supply with 5-year material and labor warranty. Manufacturer to supply 30 Year Warranty.

1.3 REFERENCES

- A. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7, Minimum Design Loads for Buildings and Other Structures.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM D41 Standard Specification for Asphalt Primer Used in Roofing, Dampproofing and Waterproofing.
 - 2. ASTM D2822 Standard Specification for Asphalt Roof Cement.
 - 3. ASTM D5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
 - 4. ASTM D6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
 - 5. ASTM D6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.
 - 6. ASTM E108 Standard Test Methods for Fire Test of Roof Coverings.
- C. Factory Mutual Research (FM):
 - Roof Assembly Classifications.

- D. National Roofing Contractors Association (NRCA):
 - 1. Roofing and Waterproofing Manual.
- E. Underwriters Laboratories, Inc. (UL):
 - 1. Fire Hazard Classifications.
- F. Warnock Hersey (WH):
 - 1. Fire Hazard Classifications.
- G. American National Standards Institute and Single Ply Roofing Institute (ANSI/SPRI)
 - 1. ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal

1.4 SUBMITTALS FOR REVIEW PRIOR TO AWARD

- A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
- B. Specimen Warranty: Provide unexecuted specimen warranty documents for each warranty as required in specification section 1.12. Same manufacturer must warranty all roofing including standing seam, mod bit roofing, and metal wall panels. This must include all transitions.
- C. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- D. Manufacturer's Certificate: Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- E. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate.
- F. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
- G. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.

1.5 CONTRACT CLOSEOUT SUBMITTALS

- A. General: Comply with Requirements of Division 01 Section Closeout Submittals.
- B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this Section with not less than 12 years documented experience and have ISO 9001 certification.
- B. Installer Qualifications: Company specializing in modified bituminous roofing installation with not less than 5 years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.
- C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.

- D. Maintain a copy of the Contract Documents in the possession of the Supervisor/Foreman and on the roof at all times.
- E. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
 - 1. Upon request of the Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.
- F. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.

1.7 PRE-INSTALLATION CONFERENCE

- A. Pre-Installation Roofing Conference: Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of modified bituminous roofing system installation and associated work.
- B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing that must precede or follow roofing work (including mechanical work if any), Architect, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, testing agencies and governing authorities. Objectives of conference include:
 - Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 - 4. Review roofing system requirements (drawings, specifications and other contract documents).
 - 5. Review required submittals both completed and yet to be completed.
 - 6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 7. Review required inspection, testing, certifying and material usage accounting procedures.
 - 8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).
 - Record discussion of conference including decisions and agreements (or disagreements)
 reached and furnish copy of record to each party attending. If substantial disagreements
 exist at conclusion of conference, determine how disagreements will be resolved and set
 date for reconvening conference.
 - 10. Review notification procedures for weather or non-working days.
- C. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.

D. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the Owner. This shall not be construed as interference with the progress of Work on the part of the Owner.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Contractor responsible to coordinate delivery of owner supplied products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged. Contractor to inspect materials and verify condition and quantities, off load materials and load all materials to roof. No owner supplied products applicable for this project.
- B. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- C. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to prevent moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).
- D. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- E. Secure all material and equipment on the job site. If any material or equipment is stored on the roof, assure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the Contractor's actions will be the sole responsibility of the Contractor, and the deck will be repaired or replaced at his expense.

1.9 MANUFACTURER'S INSPECTIONS

- A. When the Project is in progress, the roofing system manufacturer will provide the following:
 - 1. Report progress and quality of the work as observed.
 - 2. Provide job site inspections three days per week, one hour per day. Provide photo reports after each site visit directly to the City.
 - 3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
 - 4. Confirm after completion that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 PROJECT CONDITIONS

- A. Proceed with roofing work only when existing and forecasted weather conditions will permit a unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials subject to water or solar damage in quantities greater than can be weatherproofed during same day.
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank one (1) inch cap nails, or screws and plates at a rate of one (1) fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and four (4) ft o.c. for slopes greater than 3:12. On non-insulated systems, nail

each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install four (4) additional fasteners at the upper edge of the membrane when strapping the plies.

1.11 SEQUENCING AND SCHEDULING

A. Sequence installation of roofing with related units of work specified in other Sections to ensure that roof assemblies, including roof accessories, flashing, trim and joint sealers, are protected against damage from effects of weather, corrosion and adjacent construction activity.

1.12 WARRANTY

- A. Upon completion of installation, and acceptance by the Owner, the Manufacturer will supply to the Owner a 30 year NDL leak warranty.
- B. Contractor to supply a 2 year bonded warranty and an additional 3 year non-bonded warranty to the membrane manufacturer with a copy directly to Owner.

PART 2 — PRODUCTS

2.1 PRODUCTS, GENERAL

- A. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- B. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements, Submittal Requirements in 1.4, and Division 01 provisions.
 - Proposals for substitutions shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
 - 2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Owner or Owner's Representative.
 - 3. A spreadsheet with comparisons of tensile strength, tear strength, and elongation to specified products versus substituted product must be included.
 - 4. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
 - 5. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.
 - 6. All substitution requests must be submitted 10 days prior to bid date. This allows for all bidders the chance to bid the same substituted product and offers all bidders a fair bidding field. All substitutions submitted after this period will be rejected.

2.2 ACCEPTABLE MANUFACTURERS

A. The design is based upon roofing systems engineered and manufactured by The Garland Company or preapproved equal:

The Garland Company 3800 East 91st Street Cleveland, Ohio 44105 Steve Lampman Telephone: (949) 322-1770 slampman@garlandind.com

2.3 DESCRIPTION

- A. Modified bituminous roofing work including but not limited to:
 - 1. One (1) ply of Garland Flexbase 80 base sheet bonded to the prepared substrate with Green Lock Membrane adhesive over entire field of the roof or approved equal.
 - 2. Green Lock Membrane adhesive: ASTM D93 having the following characteristics:
 - a. Non-Volatile ASTM D4586 100%
 - b. Flash Point 400°F
 - c. Density @ 77°F ASTM D1475
 - d. VOC 0 g/L
 - 3. Base Flashing Ply: One (1) additional layer ply of Flexbase 80E environmental SBS base flashing ply in angles set in Green Lock Flashing Adhesive (4 gallons per square) and covered by a layer of Kee Stone.
 - 4. Surfacing: KEE Stone FB 60 Membrane set in Kee Lock Spatter Spray in field
 - 5. Base and Wall Flashing Top Ply: Kee Stone NF 60 set in Kee Lock WB Flashing Adhesive. *Must set up for an hour before adhering to the wall

2.4 ADHESIVE MATERIALS

- A. Kee Stone FB 60 membrane adhesive: KEE Lock Spatter Spray
- B. Kee Stone NF 60 membrane adhesive: Kee Lock WB Flashing Adhesive
- C. Roofing Mastic: Green Lock Flashing adhesive V.O.C. free.
- C. Interply Adhesive for Modified Sheet: Green Lock Membrane Adhesive, ASTM D1475.

2.5 SHEET MATERIALS

- A. Base Ply Flexbase80 Environmental: Fiberglass scrim with the following minimum performance requirements according to ASTM D5147. Properties (Finished Membrane):
 - 1. Tensile Strength (ASTM D2523)
 - a. 2 in/min. @ 73.4 ± 3.6 °F MD 550 lbf/in CMD 550 lbf/in
 - 2. Tear Strength (ASTM D4073)
 - a. 2 in/min. @ 73.4 ± 3.6 °F MD 1000 lbf CMD 1000 lbf

- 3. Elongation at Maximum Tensile (ASTM D2523)
 - a. 2 in/min. @ 73.4 ± 3.6°F MD 9 % CMD 9 %
- B. Finish Membrane Ply: KEE Stone FB 60:
 - 1. Breaking Strength (ASTM D751)
 - a. 375 lbf (1668N)
 - 2. Tearing Strength (ASTM D751)
 - a. 120 lbf. Min. (534N)
 - b. Puncture: 161 lbs
 - c. Factory Seam Strength: 620 lbf. Min.
 - 3. Eco-Facts

a. Reflective: .87b. Emittance: 88

c. SRI: 110

2.6 RELATED MATERIALS

- A. Roof Insulation: Match existing type and thickness. 1/2" DensDeck Prime must be used on top of all flat and vertical surfaces.
- B. Roof Insulation 3" galvanized plates and screws as recommended and approved by materials manufacturer.
- C. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the manufacturer of the deck material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.
- D. Metal Discs: Flat discs or caps of zinc-coated sheet metal not lighter than twenty eight (28) gauge and not less than one (1) inch in diameter. Form discs to prevent dishing. Bell or cup shaped caps are not acceptable.
- E. Sealant: Green Lock zero VOC Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
 - 1. Elongation (ASTM D412) 300%
 - 2. Hardness, Shore A (ASTM C920) 50
 - Shear Strength (ASTM D1002) 300 psi
- F. Butyl Tape: 100% solids, asbestos free and compressive tape designed to seal as recommended and furnished by the membrane manufacturer.
- G. Glass Fiber Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.
- H. Metal Sheet Flats: Garland 22 gauge Kynar flat stock or approved equal.

PART 3 — EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of Division 01 Section "Common Execution Requirements."

3.2 EXAMINATION

- A. Verify that deck surfaces and project conditions are ready to receive work of this Section.
- B. Verify that deck is supported and secured to structural members.
- C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to eaves.
- D. Verify that adjacent roof substrate components do not vary more than ¼ inch in height.
- E. Verify that deck surfaces are dry.
- F. Confirm that moisture content does not exceed twelve (12) percent by moisture meter tests. On concrete deck pour hot asphalt on to deck if it bubbles / foams and once cooled does not adhere to the substrate, the moisture levels are too high.

3.3 GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the coal tar modified bituminous roofing system.
- C. Coordinate installation of roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation with two (2) plies of #15 organic roofing felt set in full moppings of bitumen and with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work.
- D. Green Lock Membrane Adhesive Coverage Rate/hot asphalt mopping rate:
 - 1. Interply Membrane: Apply Green Lock membrane adhesive at the rate of approximately 2.5 gallons per square.
- E. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- F. Apply roofing materials as specified by manufacturer's instructions.
 - 1. Keep roofing materials dry before and during application.
 - 2. Complete application of roofing plies, modified sheet and flashing in a continuous operation.
 - 3. Begin and apply only as much roofing in one day as can be completed that same day.
- G. Cut-Offs (Waterstops): At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation. Provide temporary covering of two (2) plies of #15 organic roofing felt set in full moppings of bitumen with joints and edges sealed.

H. Broadcast minerals into the bleed out of bitumen while bitumen is at its recommended EVT temperature to achieve uniform color throughout.

3.4 BASE PLY INSTALLATION

- A. Fiberglass Plies: Install (1) one Flexbase 80E Fiberglass base sheet in Green Lock Membrane adhesive shingled uniformly to achieve one ply over the entire prepared substrate directly to the DensDeck Prime. Shingle in direction of slope of roof to shed water on each area of roof. Do not step on base rolls, fish mouths should be cut and patched.
- B. Lap ply sheet ends eight (8) inches. Stagger end laps twelve (12) inches minimum
- C. Extend plies two (2) inches beyond top edges of cants at wall and roof projections and equipment bases.
- D. Install base flashing ply to all perimeter and projection details after membrane application.

3.5 KEE STONE FB 60 MEMBRANE APPLICATION

- A. Apply KEE Stone FB 60 Flashing with cold-applied KEE Lock Spatter Spray adhesive at 20 squares per box kit
- B. Once the membrane is in place, roll the membrane with a single ply roller or a dry paint roller to ensure contact with the adhesive and remove any air pockets from behind the membrane.
- C. If the height of the continuous membrane exceeds 36" horizontal reinforcement must be added using screws and plates or a termination bar.
- D. Once the KEE Stone FB 60 Flashing is installed, heat weld the KEE Stone Utility Roll over the seam of the membrane. Last, use KEE Lock Mastic to seal the leading edge of KEE Stone RB 60 Flashing where it ties into the field of the modified roof.

3.6 FLASHING MEMBRANE INSTALLATION

- A. Seal all curb, wall and parapet flashings with an application of KEE Lock Flashing Adhesive and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
- B. Prepare all walls, penetrations, expansion joints to be flashed with required primer at the rate of one hundred (100) square feet per gallon. Allow primer to dry tack free.
- C. Use the KEE Lock NF 60 membrane as the flashing membrane for all vertical surfaces. Adhere to the underlying base flashing ply with Kee Stone WB Flashing Adhesive. Install adhesive and then let it sit exposed for one hour before adhering sheet to the wall to allow for proper set up.
- D. Solidly adhere the entire sheet of flashing membrane to the substrate. Secure top of membrane with termination bar fastened every 6" O.C.. Any walls over 4' tall need to have sheet installed in an upper and lower section with a termination bar in the center running horizontally.
- E. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work as specified in other Sections.
- F. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work as specified in other Sections.

3.7 FIELD QUALITY CONTROL

A. Perform field inspection and testing as required [under provisions of Division 01 Section Quality Requirements.

- B. Correct defects or irregularities discovered during field inspection.
- C. Require attendance of roofing and insulation materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification should also be on site at all times.

3.8 CLEANING

- A. Remove adhesive drippings from all walls, windows, floors, ladders and finished surfaces.
- B. In areas where finished surfaces are soiled by asphalt or any other sources of soiling caused by work of this Section, consult manufacturer of surfaces for cleaning instructions and conform to their instructions.
- C. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.9 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction.

3.10 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the [Roofing] Contractor.
- D. If core cuts verify the presence of damp or wet materials, the [Roofing] Contractor shall be required to replace the damaged areas at his own expense.
- E. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- F. Notify the Owner upon completion of corrections.
- G. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- H. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

END OF SECTION 07 52 00

SECTION F

MODIFICATIONS TO STANDARD SPECIFICATIONS

PART 2 CONSTRUCTION MATERIALS

(No Addtions or Modifications)

PART 3 CONSTRUCTION METHODS

(No Addtions or Modifications)

PART 4 EXISTING IMPROVMENTS

SECTION 400 – PROTECTION AND RESTORATION

400-1 GENERAL

[Add the following:].

400-1.1 DRAINAGE CONTROL: RESPONSIBILITES

The CONTRACTOR shall be responsible for any damage to any portion of the work occasioned by failure to provide proper drainage control prior to the completion and acceptance of the work.

400-1.2 DRAINAGE CONTROL: EXCAVATION DEWATERING REQUIREMENTS

Unless otherwise directed in these specifications, the CONTRACTOR shall provide and maintain ample means and devices with which to promptly remove and properly dispose of water entering the excavations or other parts of the work at all times during construction. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. The methods may include sump pumps, deep wells, well points, suitable rock or gravel placed below the required bedding for draining and pumping purposes, temporary pipelines, and other means.

Standby pumping equipment shall be on the job site. A minimum of one standby unit shall be available for immediate installation should any well unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or details indicating the proposed dewatering system shall be submitted to the CITY for review.

The CONTRACTOR shall dispose of the water from the work in a suitable manner without damage to adjacent property.

Conveyance of the water shall be such as to not interfere with traffic flow or treatment facilities operations. No water shall be drained into work built or under construction without prior consent of the ENGINEER.

Water drained from any facilities shall comply with local agency and health department requirements including declorinating any water prior to discharge.

Water shall be disposed of in such a manner as not to be a menace to the public health and such disposal shall be performed in accordance with Environmental Protection Agency and State Water Quality Control Board standards (NPDES permit). Any testing and reports required under NPDES permit shall be performed by the CONTRACTOR and submitted to the appropriate agency for approval at no additional cost to the CITY.

400-1.3 CLEAN-UP AND DUST CONTROL

All surplus materials and waste debris shall be removed from the site of the work within five (5) days after completion of the work causing the surplus materials.

Contractor shall utililized misting or water spray as means of dust control during construction.

Failure of the CONTRACTOR to comply with the ENGINEER'S clean-up dust control orders may result in an order to suspend work until the condition is corrected and, after giving notice to the CONTRACTOR, the ENGINEER may order the condition corrected by others. All costs thus incurred shall be deducted from the amount to be paid to CONTRACTOR. No additional compensation will be allowed as a result of such suspension.

No separate payment will be made for any work performed nor material used to control dust resulting from CONTRACTOR's performance of the work or from public traffic, either inside or outside the right-of-way. Full compensation for such dust control will be considered to be included in the prices paid for the various items of work involved.

SECTION 402 – UTILITIES

402-1 LOCATION

402-1.1 General

[Add the following:].

Locations of utilities shown on plans are approximate only and are based on a search of available records.

Attention is directed to the possibility of utility mains or laterals within the project limits. The CONTRACTOR shall have the locations of the various utility facilities within reconstruction areas marked on the surface prior to construction and protect them during the removal and reconstruction procedures. The CONTRACTOR shall contact the City Transportation Services Department to locate traffic signal conduit within the reconstruction areas.

<u>Prior to commencing any other work,</u> CONTRACTOR shall carefully excavate and determine precise locations and depths of all utilities, including service connections, shown on the plans and marked in the field, which may affect or be affected by CONTRACTOR's operations. This work shall be done in accordance with Section 402-1.1 of the Standard Specifications. CONTRACTOR shall not be compensated for any delays or extra work brought about by his failure to perform the above-mentioned work. CONTRACTOR shall be responsible for any damage to existing utilities shown on the plans pursuant to its location operations as required under this subsection of the Standard Specifications.

Upon completion of the Project, the CONTRACTOR shall be required to remove, to the satisfaction of the ENGINEER, all utility locator markings and utility tie-out paint markings that either the CONTRACTOR, the CITY or utility companies make during the course of the work from the surfaces of sidewalks, driveway approaches, curb and gutters, using the removal method acceptable to the ENGINEER. Any damage to the existing improvements due to CONTRACTOR'S removal operation, shall be included in the various applicable items of work, and no additional compensation will be allowed therefor.

The CONTRACTOR shall notify owners of the utility companies at least two (2) working days in advance of any work (See Subsection 402-4 of these Special Provisions for utility contact information).

402-1.2 Payment

[Replace with the following:].

Payment for utility location by the CONTRACTOR shall be included in the bid prices for the various items of work requiring utility location and no further compensation will be allowed.

402-2 PROTECTION

[Add the following:].

The CONTRACTOR shall be responsible for protecting and supporting all existing utilities and maintaining the location of and access to all gate valves during construction. When damage to existing utilities is caused by the CONTRACTOR's operations, the CONTRACTOR shall, at his expense, repair or replace damaged facilities promptly, in accordance with all applicable sections of the Standard Specifications and the standards of each affected utility. Should the CONTRACTOR fail to perform the required repairs or replacements, the cost of performing such repairs or replacement by others shall be deducted from any monies due or to become due the CONTRACTOR.

402-2.1 Payment

Payment for utility protection by the CONTRACTOR shall be included in the bid prices for the various items of work requiring utility protection and no further compensation will be allowed.

402-4 RELOCATION

[Add the following:].

Any miscellaneous utilities to be relocated by the CONTRACTOR, as indicated on the Plans, shall be relocated in a workmanlike manner, and all such work shall be done only at such times which are acceptable to the utility owner. The CONTRACTOR shall schedule its relocation work in cooperation with the utility owner and shall be responsible for any costs resulting from the CONTRACTOR's failure to do the work at times which are acceptable to the owner. The CONTRACTOR shall notify owners of the following companies at least two (2) working days in advance of any work:

| AT&T (right-of-way) Valentina Gipson 3939 E Coronado St, Rm 2030 Anaheim, CA 92807 (o) 714-618-9132 Email: vk3921@att.com | Cost Mesa Sanitary District Javier Ochiqui, Management Analyst 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: jochiqui@cmsdca.gov Cost Mesa Sanitary District |
|--|---|
| Rhonda Clary-Byers (engineer for Costa Mesa) or Doug DiPaolo 3939 E. Coronado St. Anaheim, CA 92807 (o) 714-618-9116 (o) 714-618-9125 Email: rc1315@att.com Email: dd2634@att.com | Marc Esquer, District Engineer 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400 Email: mesquer@cmsdca.gov |
| Mesa Water District Phil Lauri, Assistant General Manager 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour) Email: phill@mesawater.org | Mesa Water District Mark Pelka, Engineer 1965 Placentia Ave. (inter-office mail okay) Costa Mesa, CA 92627 (o) 949-207-5449 (c) 949-631-1200 (24-hour) Email: MarkP@mesawater.org |
| Mpower Communications, Inc. Mark Denning 2698 White Road Irvine, CA 92614 (o) 949-864-0296 (c) 949-547-6455 Email: mdenning@telepacific.com | Costa Mesa Sanitation District Nabila Guzmán, Construction Notices 290 Paularino Avenue Costa Mesa, CA 92626 (o) 949-645-8400, ext. 230 Email: nguzman@cmsdca.gov |
| Orange County Sanitation District (OCSD) Rudy Davila P.O. Box 8127 Fountain Valley, CA 92728 (o) 714-593-7348 (c) 714-593-3301 (24-hour) Email: RDavila@ocsd.com | Orange County Water District (OCWD) Chris Olsen P.O. Box 8300 Fountain Valley, CA 92728 (o) 714-378-3200 (c) 714-378-3240 (24-hour) Email: colsen@ocwd.com Email: utilityrequest@ocwd.com |

Irvine Regional Water District CA Regional Water Quality - Santa Ana Region Brad Jackson (Area Construction Inspector) Mark Smythe 15600 Sand Canyon Ave. 3737 Main St., Suite 500 Irvine, CA 92618 Riverside, CA 92501 (o) 949-632-0627 (o) 951-782-4130 (p) 949-729-7300 (24-hour) (c) 951-543-8523 Email: jackson@irwd.com Email: msmythe@waterboards.ca.gov Irvine Ranch Water Dist. - Development Services* **Irvine Regional Water District** Christian Kessler, P.E. Kelly Lew 15600 Sand Canyon Ave. 15600 Sand Canyon Ave. Irvine, CA 92618 Irvine, CA 92618 (o) 949-453-5300 (o) 949-453-5586 (p) 949-453-5441 (p) 949-729-7300 (24-hour) Email: kessler@irwd.com Email: lew@irwd.com *utility requests Metropolitan Water District of So. California SCE (Senior Compliance) Civil Engineering Substructures Section Susan Morgan (o) 909-835-7527 Shoreh Zareh (c) 909-835-7527 P.O. Box 54153 Los Angeles, CA 90054 SCE (Service Planner – Orange Coast S/C) (o) 213-217-7474 Mónica Balderas (c) 626-844-5610 (24-hour) 7333 Bolsa Ave. Email: szareh@mwdh2o.com Westminster, CA 92683 (o) 714-329-2778 Metropolitan Water District of So. California Email: monica.balderas@sce.com Civil Engineering Substructures Section Kieran Callanan Email: susan.morgan@sce.com P.O. Box 54153 *No pre-construction meeting notices BUT Susan Los Angeles, CA 90054 Morgan and Mónica Balderas would like to attend (o) 213-217-7474 all UTILITY MEETINGS and be made aware of (c) 626-844-5610 (24-hour) any fee schedule changes. Email: kcallanan@mwdh2o.com SCE (Base Maps) SCE (Service Planner 1 – Orange Coast S/C) Kimberly Gurule Nick Mukanos 1444 E. McFadden Ave., Bldg. "D" 7333 Bolsa Ave. Santa Ana, CA 92705 Westminster, CA 92683 (o) 714-796-9932 (o) 714-895-0210 Email: nick.mukanos@sce.com Email: maprequests@sce.com* *No pre-construction meeting notices to this address - map requests ONLY. SCE (Utility Notice Requests) SCE (Service Planner 2- Orange Coast S/C) Kasy Chapman Damon Humphrey 7333 Bolsa Ave. 7333 Bolsa Ave. Westminster, CA 92683 Westminster, CA 92683 (o) 714-895-0109 (o) 714-895-0534 (c) 800-611-1911 (24-hour) Email: <u>damon.humphrey@sce.com</u> Email: kasey.chapman@sce.com Southern California Gas Co. (Transmission) *Reminder* After facilities are identified on the plans, send the P.O. Box 2300 plans to Gail Gardner, and she will forward to Chatsworth, CA 91313-2300 SCE's planning department. (o) 818-701-4546 Email: SoCalGasTransmissionUtilityRequest@ Send to: gail.gardner@sce.com semprautilities.com

| Southern California Gas Co. Alfredo Gutierrez, franchise planner (o) 213-231-7515 Email: Agutierrez9@socalgas.com XO Communications Matt Bergine Engineer IV Specialist-Network Engineering & Operations (o) 949-417-7841 (c) 714-822-6207 Email: matt.bergine@verizon.com | Southern California Gas Co. Wilson Baldelomar P.O. Box 3334, SC8321 Anaheim, CA 92803 (o) 714-634-5091 (p) 800-603-7060 (24-hour) Email: wbaldelomar@semprautilities.com XO Communications Switchboard (o) 703-547-2000 |
|---|--|
| Charter Communications Don Simons Construction Manager, Zone 8 7142 Chapman Ave. Garden Grove, CA 92841 (o) 714-591-4871 Email: don.simons@charter.com Charter Communications Utility Research Requests E-mail: DL-SOCAL-CHARTERENGINEERING@CHARTER.COM | Verizon Business Investigations 2400 N. Glenville Dr. Richardson, TX 75082 (o) 972-729-6016 (o) 469-886-4238 Email: investigations@verizon.com *2nd Email: chuck.czumak@verizon.com Contact Verizon Business for issues involving: Brooks Fiber Properties, Inc MCImetro Access Transmission Srvcs MCI Telecommunications Srvcs MFS Telecom, Inc SourtherNet, Inc. / WorldComNetwork Srvc Intermedia Communications, Inc XO Communications |
| Newport-Mesa Unified School District Víctor Garza (o) 714-424-5080 Email: vgarza@nmusd.us | Newport-Mesa Unified School District Tim Marsh, Administrative Director, Facilities Support Srvcs. (o) 714-4247527 Email: tmarsh@nmusd.us Newport-Mesa Unified School District Mary Gray Email: mgray@nmusd.us |
| DIGALERT.ORG (24-HR) 811 2 days before digging. | Kinder Morgan Jordan Neuner (o) 310-628-4350 Email: jordan_neuner@kindermorgan.com Karly Payne, Administrative Assistant (o) 714-560-4604 Email: karly_payne@kindermorgan.com |

Where existing utility main lines and conduits (excluding sewer main lines) and all utility service lines (excluding sewer laterals) are to be relocated or declared abandoned by the affected utility companies, the CONTRACTOR shall be responsible for contacting the respective utility representatives for coordinating the relocations and for determining the abandonments. The CONTRACTOR shall proceed with excavation in such a manner that will allow utility companies adequate and reasonable time to relocate service lines. The CONTRACTOR shall not be compensated for any delays caused by failure to coordinate the above work with utility companies.

PART 5 PIPELINE SYSTEM REHABILITATION

(No Addtions or Modifications)

PART 6 TEMPORARY TRAFFIC CONTROL

SECTION 600 - ACCESS

600-1 GENERAL

[Add the following:].

600-1.1 NOTIFICATION AND ACCESS

Prior to restricting normal access from public street to adjacent properties, the CONTRACTOR shall notify each property owner or owner's agent, informing them of the nature of the access restriction and the approximate duration of the restriction. The CONTRACTOR shall make every effort possible to minimize such restrictions.

Deliveries shall be conducted with appropriate flagmen and traffic controls.

Trenches left open overnight shall be bridged in a safe and acceptable manner at all driveways and walkways to provide safe access.

A minimum of one four (4) foot wide pedestrian walkway shall be maintainned and safely delineated along each public street and through areas accessibale to the general public at all times during construction.

PART 7 STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

(No Addtions or Modifications)

PART 8 LANDSCAPING AND IRRIGATION

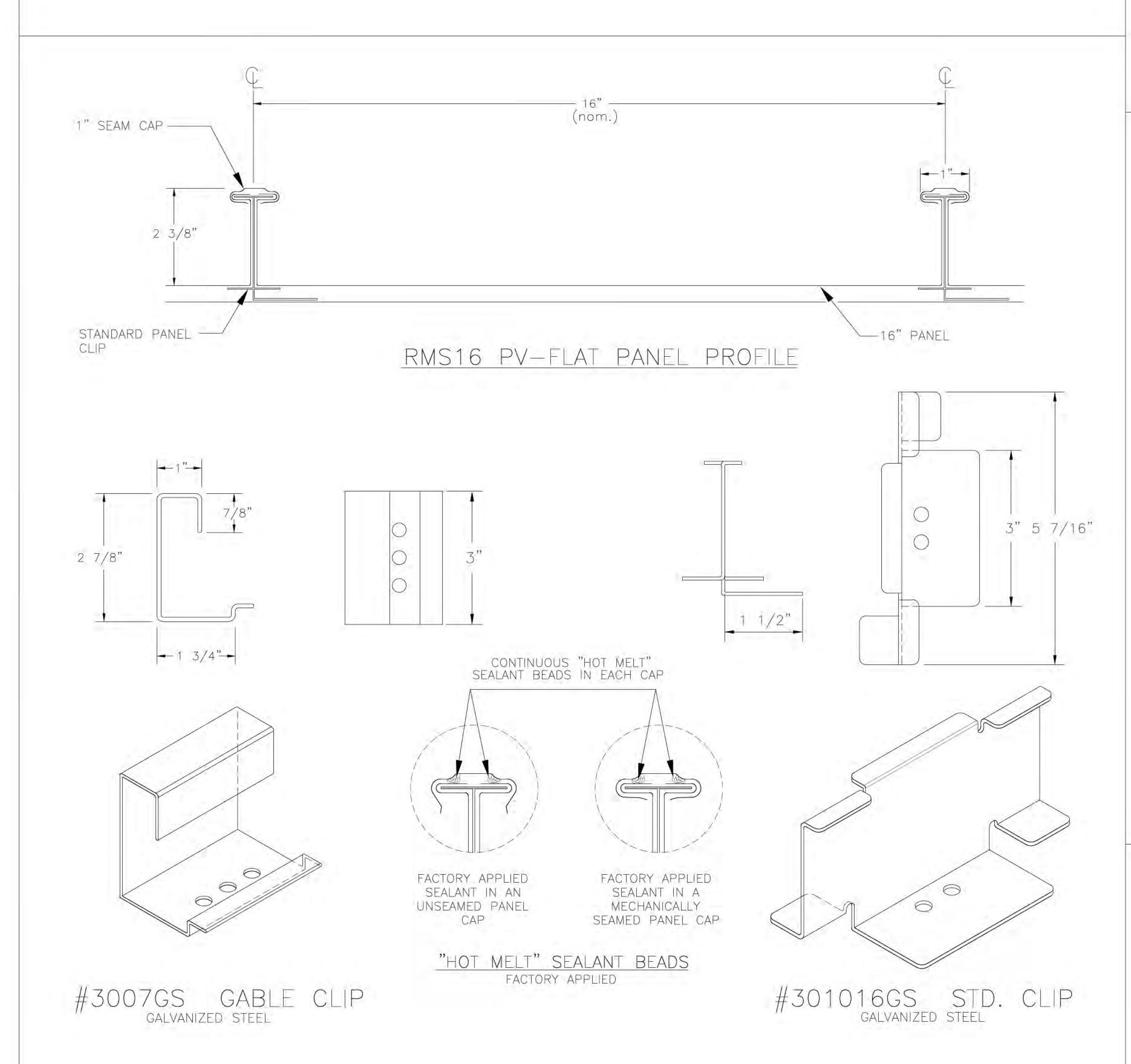
(No Addtions or Modifications)

SECTION G

APPENDIX "A"

NORMA HERTZOG COMMUNITY CENTER ROOF REPLACEMENT SHOP DRAWINGS

NORMA HERTZOG COMMUNITY CENTER COSTA MESA, CA 92627



SPECIAL NOTES:

R-MER SPAN PANEL NOTES:

FOR ADDITIONAL R-MER SPAN INSTALLATION INSTRUCTIONS, CONTACT GARLAND FOR AN INSTALLATION GUIDELINES MANUAL.

ALL PANEL CLIPS ARE TO BE FASTENED USING (2) TWO #14-13 DP1, CONCEALOR TYPE, SELF-TAPPING FASTENERS WITH AN ULTIMATE PULLOUT VALUE OF: 626# PER FASTENER INTO MIN. 3/4" PLYWOOD OVER ENTIRE ROOF.

ROOF PANELS ARE TO BE FIELD SEAMED BY ERECTOR WITH GARLAND'S ELECTRIC SEAMER. REFERENCE INSTALLATION MANUAL AND/OR OPERATING INSTRUCTIONS PROVIDED WITH SHIPMENT OF SEAMER.

UNDERLAYMENT NOTE:

GARLAND REQUIRES APPLYING A MINIMUM OF (1) LAYER OF R-MER SEAL OVER ENTIRE ROOF INCLUDING AROUND ALL PERIMETERS AND PENETRATIONS. INCLUDING, BUT NOT LIMITED TO: RAKE, EAVE, RIDGE, HIP, HEAD, SLOPING JAMB, AND VALLEY CONDITIONS. ALWAYS FOLLOW THE MANUFACTURER'S INSTALLATION

PER IAPMO REPORT #662, CLIPS TO BE FASTENED AT MAX. SPACING ABOVE. CALCS ARE SUBJECT TO DSA APPROVAL.

GENERAL NOTES:

ATTENTION: ARCHITECT, G/C, & SUB-CONTRACTOR THESE SHOP DRAWINGS HAVE BEEN SUBMITTED FOR ARCHITECT, GENERAL CONTRACTOR AND SUB-CONTRACTOR APPROVAL. ALL OF GARLAND'S SHOP ARCHITECT APPROVAL FABRICATED MATERIAL WILL BE MANUFACTURED TO THE DIMENSIONS SHOWN UNLESS OTHERWISE NOTED. IT IS CRUCIAL THAT ANY NECESSARY CHANGES, G/C APPROVAL NOTATIONS OR REQUESTED INFORMATION BE CLEARLY NOTED. *APPROVAL STAMPS/SIGNATURES ATTACHED SUB-CONTRACTOR APPROVA

TO GARLAND FOR REVIEW.

PLEASE READ AND SIGN BELOW

- 1) ALL OF GARLAND'S SHOP FABRICATED MATERIAL WILL BE MANUFACTURED TO THE DIMENSIONS SHOWN UNLESS OTHERWISE NOTED.
- 2) IT IS CRUCIAL THAT ANY NECESSARY CHANGES, NOTATIONS OR REQUESTED INFORMATION BE CLEARLY NOTED ON THE SHOP DRAWINGS AND RETURNED
- 3) EACH DIMENSION MARKED WITH AN (*) MUST BE APPROVED FOR FABRICATION BY INDICATING THE RESPONSE "OK" OR ", OR BY NOTING THE CORRECT
- 4) WHERE GARLAND SPECIFICALLY REQUESTS TO "FIELD VERIFY" OR "SPECIFY" A DIMENSION, THE PROPER CUSTOMER RESPONSE WILL BE TO: A) MARK WITH EITHER "OK" OR ", " IF THE DIMENSION IS CORRECT.
- B) NOTE THE CORRECT DIMENSION.
 IT IS IMPERATIVE THAT FIELD DIMENSIONS ARE TAKEN TO INSURE ACCURATE. FABRICATION AND PROPER MATERIAL FIT.
- 5) NO MATERIAL WILL BE CONSIDERED RELEASED FOR FABRICATION UNTIL ALL PERTINENT INFORMATION (i.e., COLOR, DIMENSIONS, MATERIAL CONFIGURATION) HAS BEEN RECEIVED BY GARLAND.
- 6) GARLAND MUST HAVE 'APPROVED' SHOP DRAWINGS WITH AUTHORIZATION TO RELEASE THE MATERIAL FOR FABRICATION AS INDICATED BY A CUSTOMER AUTHORIZATION SIGNATURE.

CUSTOMER AUTHORIZATION SIGNATURE:

7) INDICATE THE DATE MATERIALS WILL BE REQUIRED AT THE PROJECT LOCATION:

(date here)

STORAGE NOTE: ALWAYS STORE ALL COMPONENTS IN A CLEAN, DRY STORAGE AREA. PREVENT CONTACT WITH CORROSIVE OR STAINING MATERIALS.

MATERIAL NOTE: SOME OIL CANNING OF PANEL COMMON IN THE INDUSTRY AN

NOT CONSIDERED CAUSE FOR

SEALANT NOTE:

USE A CONTINUOUS BEAD OF NON-HARDENING, HIGH QUALITY SEALANT COMPATIBLE WITH KYNAR AND POLYESTER FINISHES. FOR FORMED COPING, EXTENDERS, FASCIA AND WALL CAPS, APPLY SEALANT BEAD TO THE CONCEALED PORTION OF THE SPLICE PLATE. (SEALANT BY ERECTOR)

ERECTOR NOTE:

- · STEEL PANELS: SAW OR TORCH CUTS ARE NOT ALLOWED. ONLY SHEARING ACTION MAY BE USED, AS ACHIEVED WITH HAND SNIPS/SHEARS OR ELECTRIC SHEARS
- SHEARING ACTION RECOMMENDED TO CUT ALUMINUM. SAW CUTS PERMITTED, HOWEVER, CARE MUST BE TAKEN TO PREVENT BURNING PAINT FINISH, EDGE BURS AND SAW DEBRIS BEING DEPOSITED ON FINISHED PRODUCT,
- ALL PANELS, BATTENS AND SEAMS TO HAVE FIELD BENT TRANSITIONS. (EXAMPLE: CHANGE OF PLANE)
- ALL RELATED PANEL TRIM TO HAVE FIELD TRANSITIONS AND FIELD FABRICATED MITERS. (EXAMPLE: TRANSITION BETWEEN RIDGE TO RAKE TRIM OR RAKE TO VERTICAL CORNER TRIM) (EXAMPLE: MITERS - 90' CORNERS FOR SILL TRIM)
- ALL CONTINUOUS LENGTHS OF PANEL TRIM TO BE NOTCHED. LAPPED AND SEALED 3" MINIMUM AT LAP SPLICES. (TYPICAL)
- PANEL TRIM'S THERMAL MOVEMENT OCCURS AT LAP SPLICES DO NOT ANCHOR TRIM AT LAP SPLICES. (TYPICAL)

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FINISH SPECIFICATIONS:

ROOF PANEL: R-MER SPAN

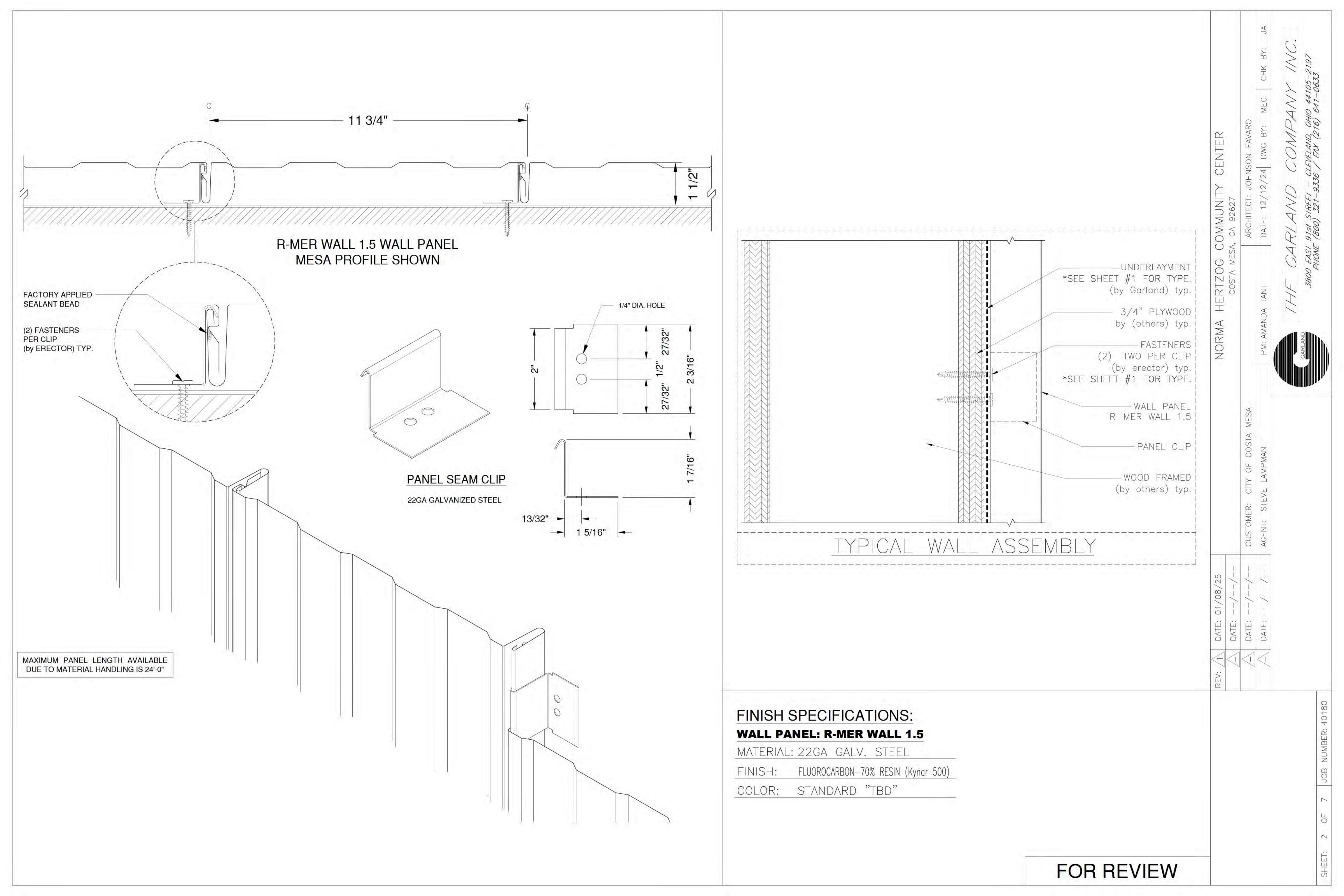
MATERIAL: 22GA GALVALUME

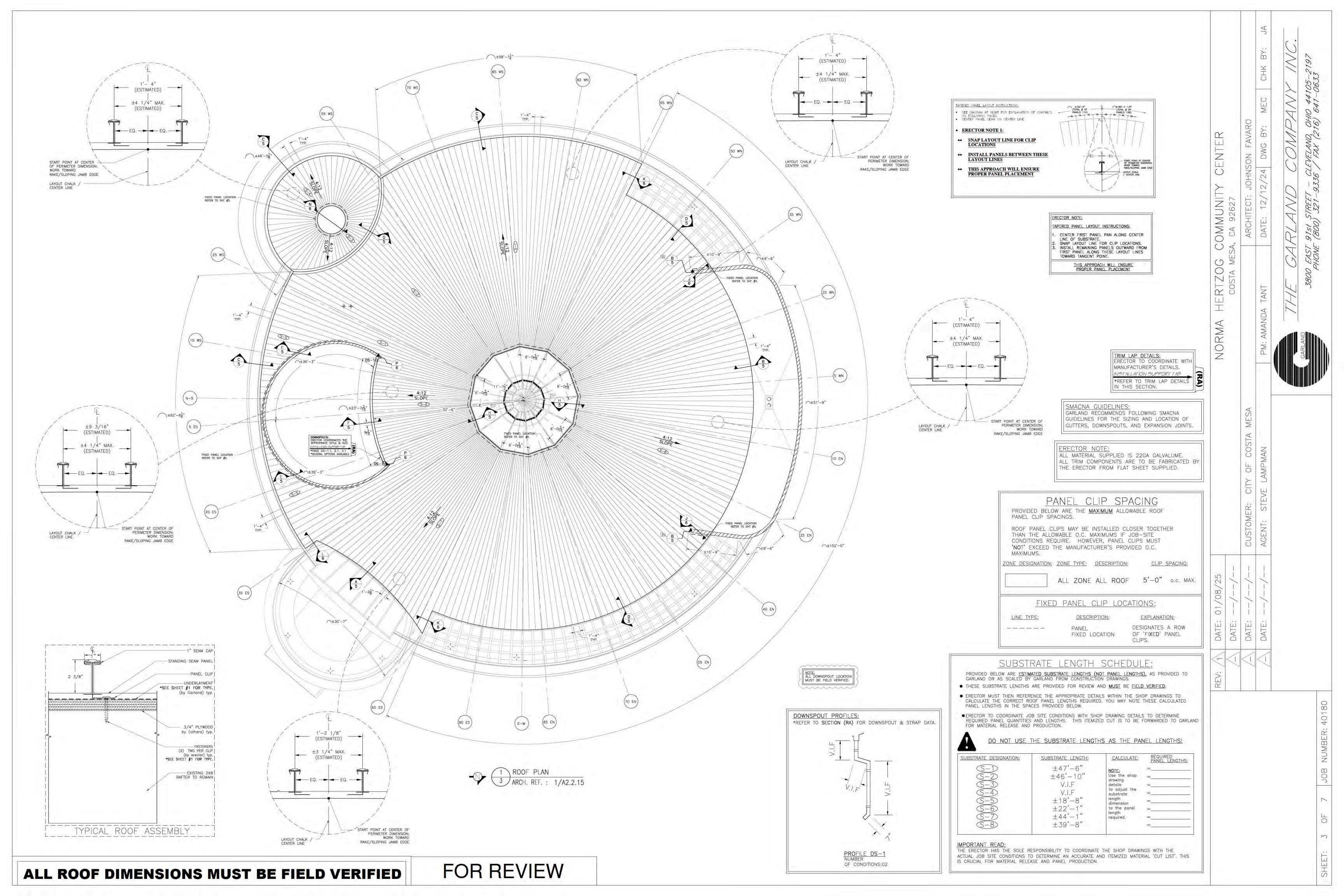
FLUOROCARBON-70% RESIN (Kynar 500)

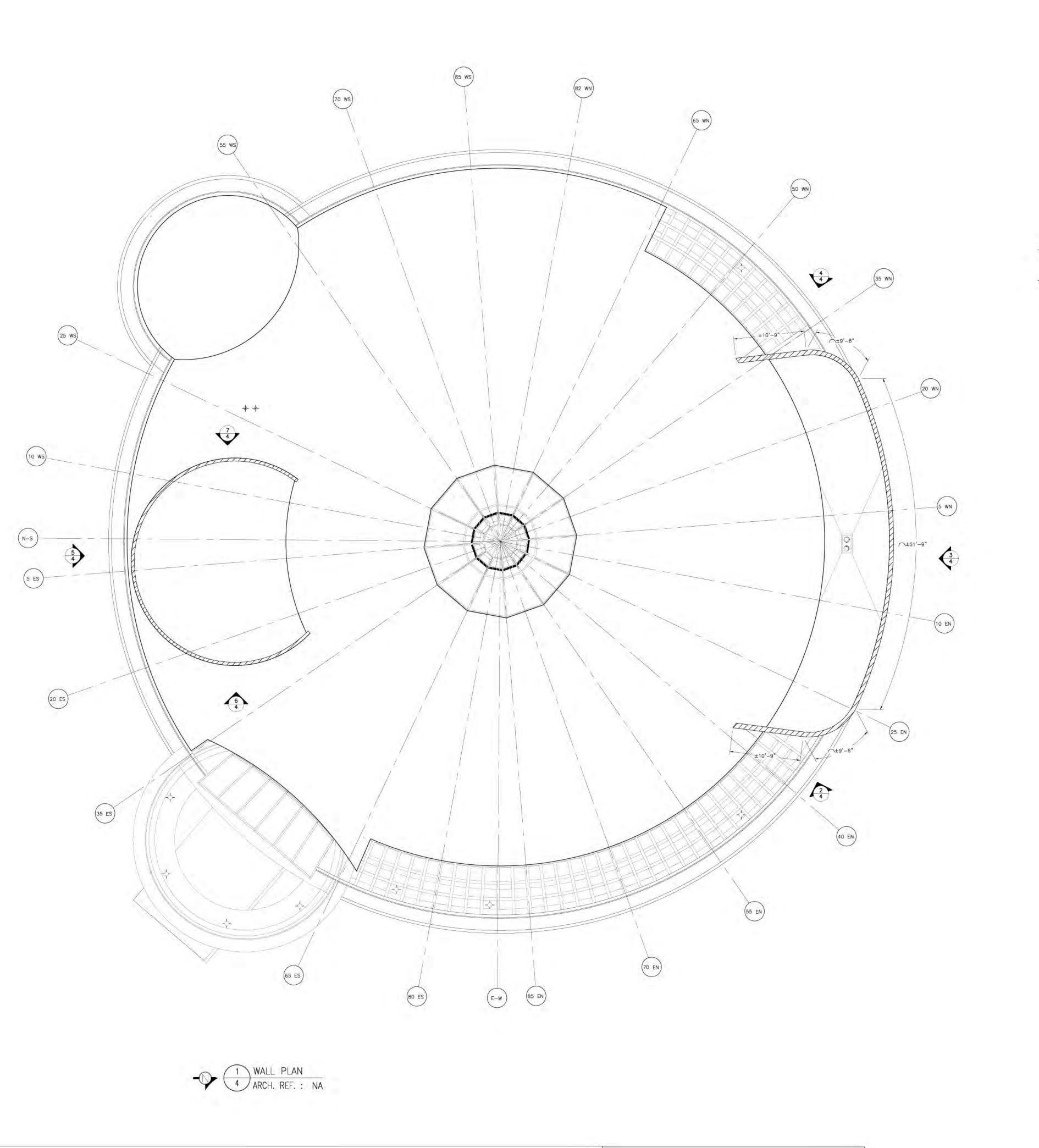
COLOR: STANDARD "TBD"

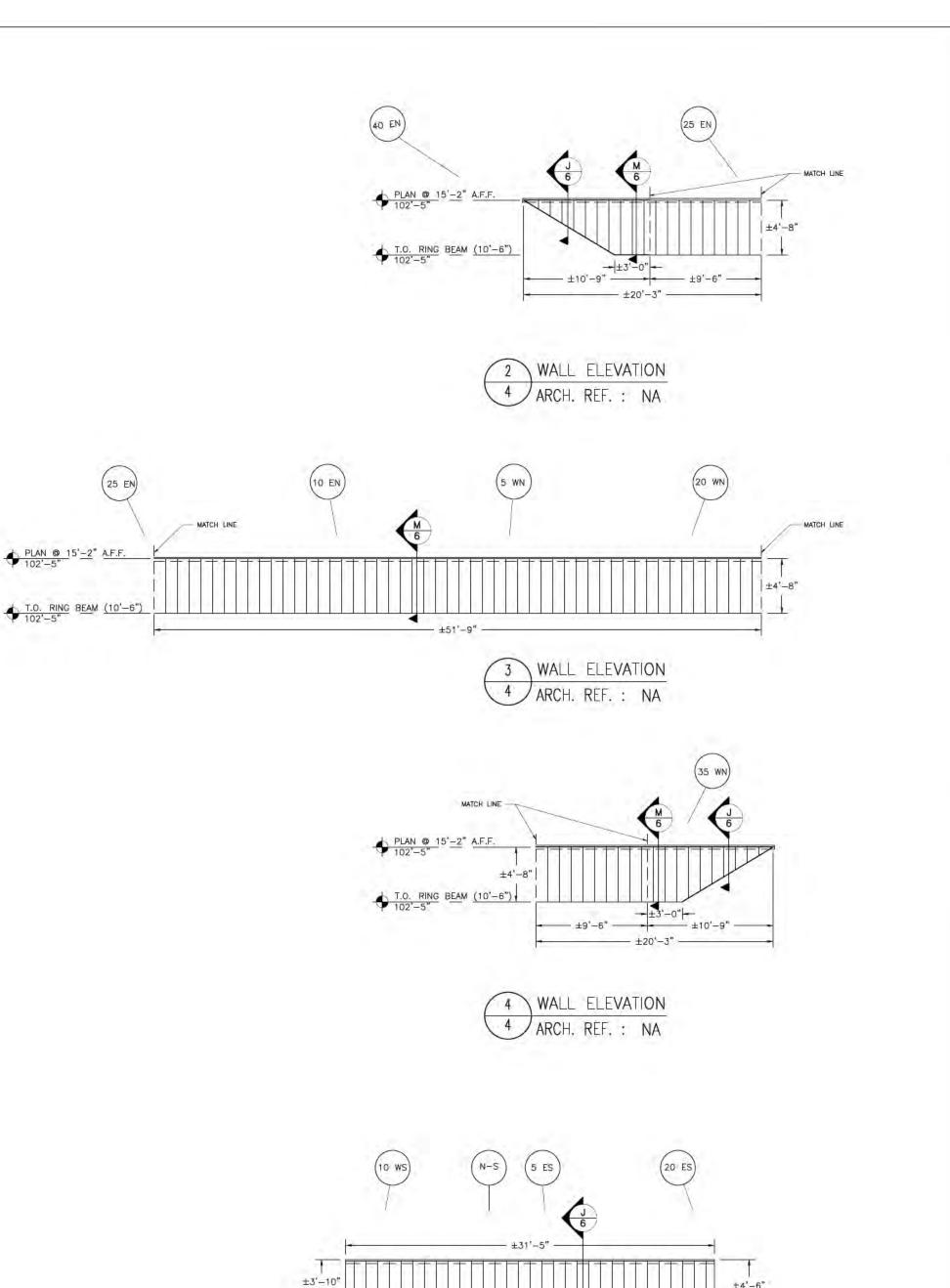
R-MER SPAN PANEL AND ACCESSORIES

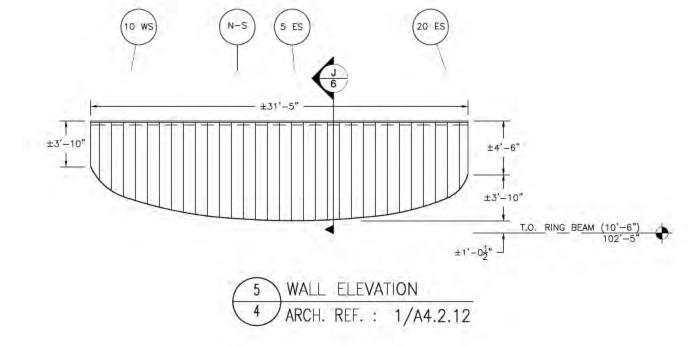
FOR REVIEW



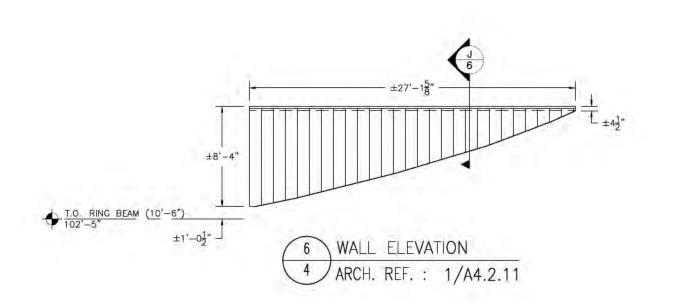


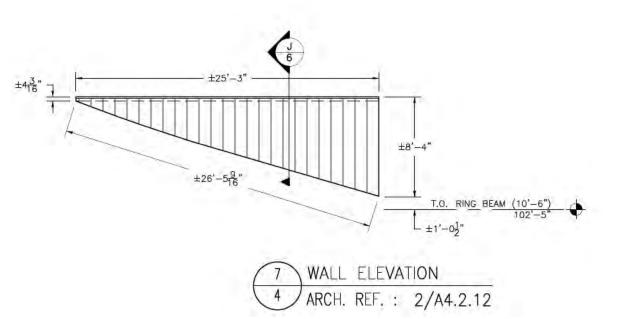


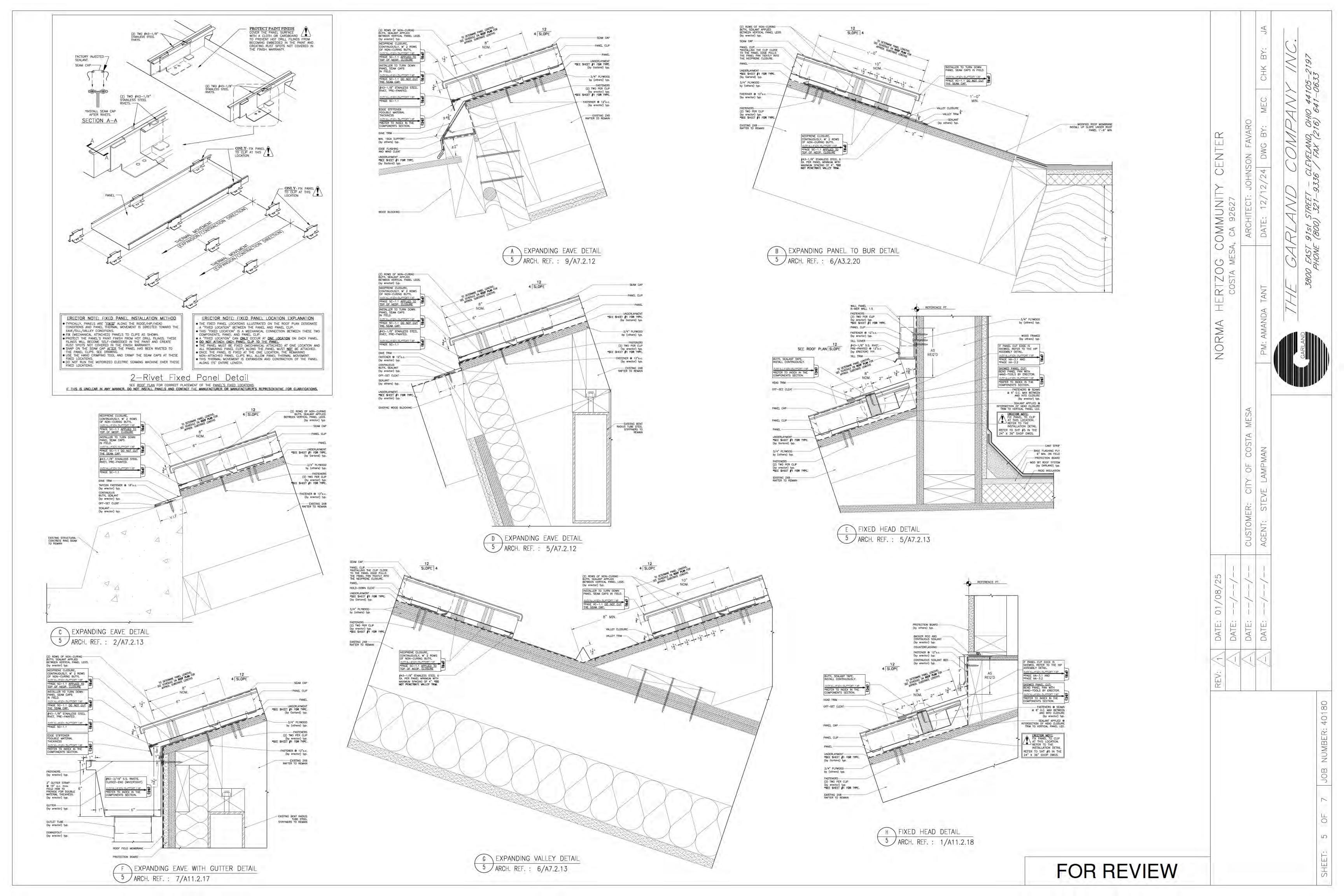


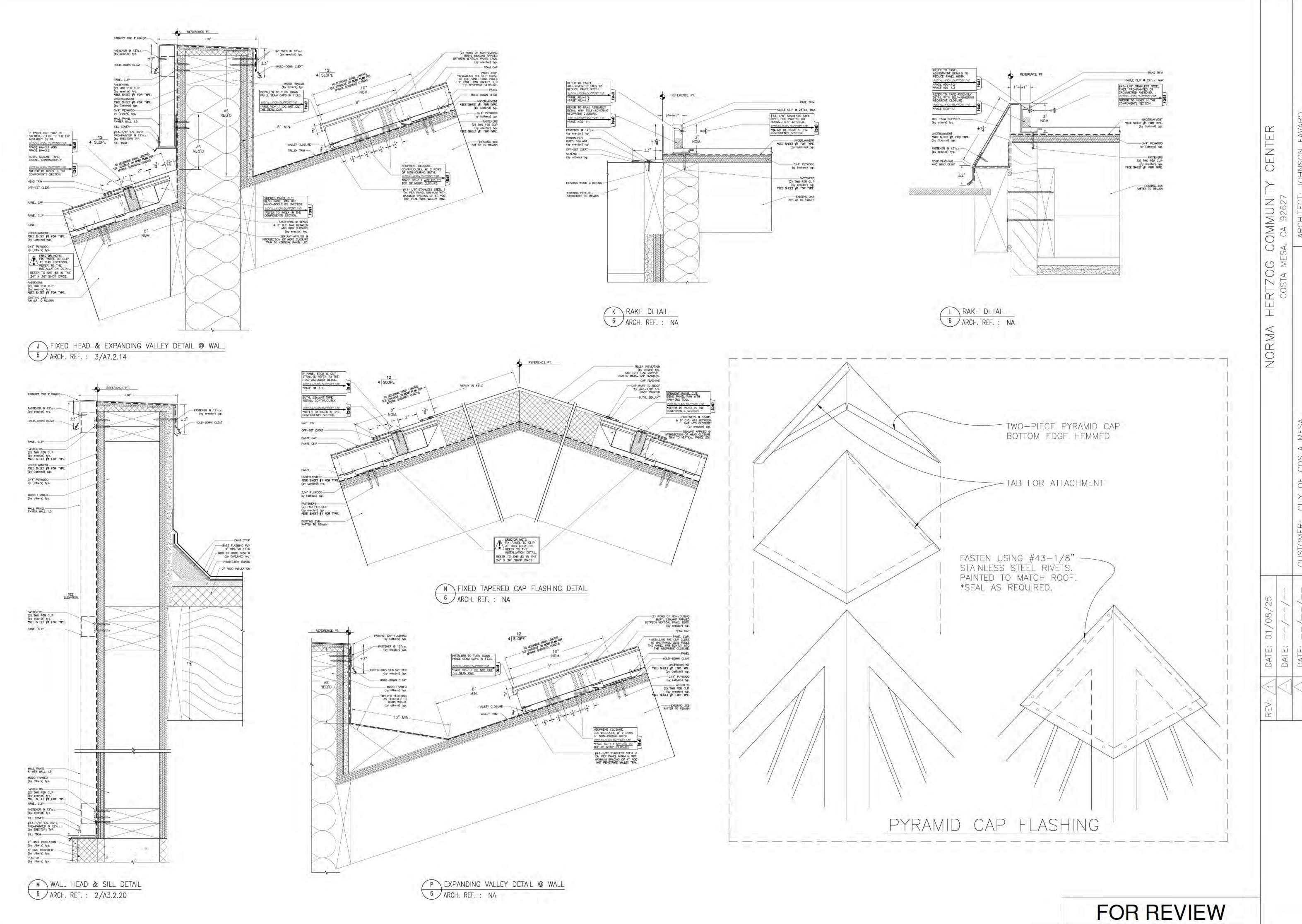


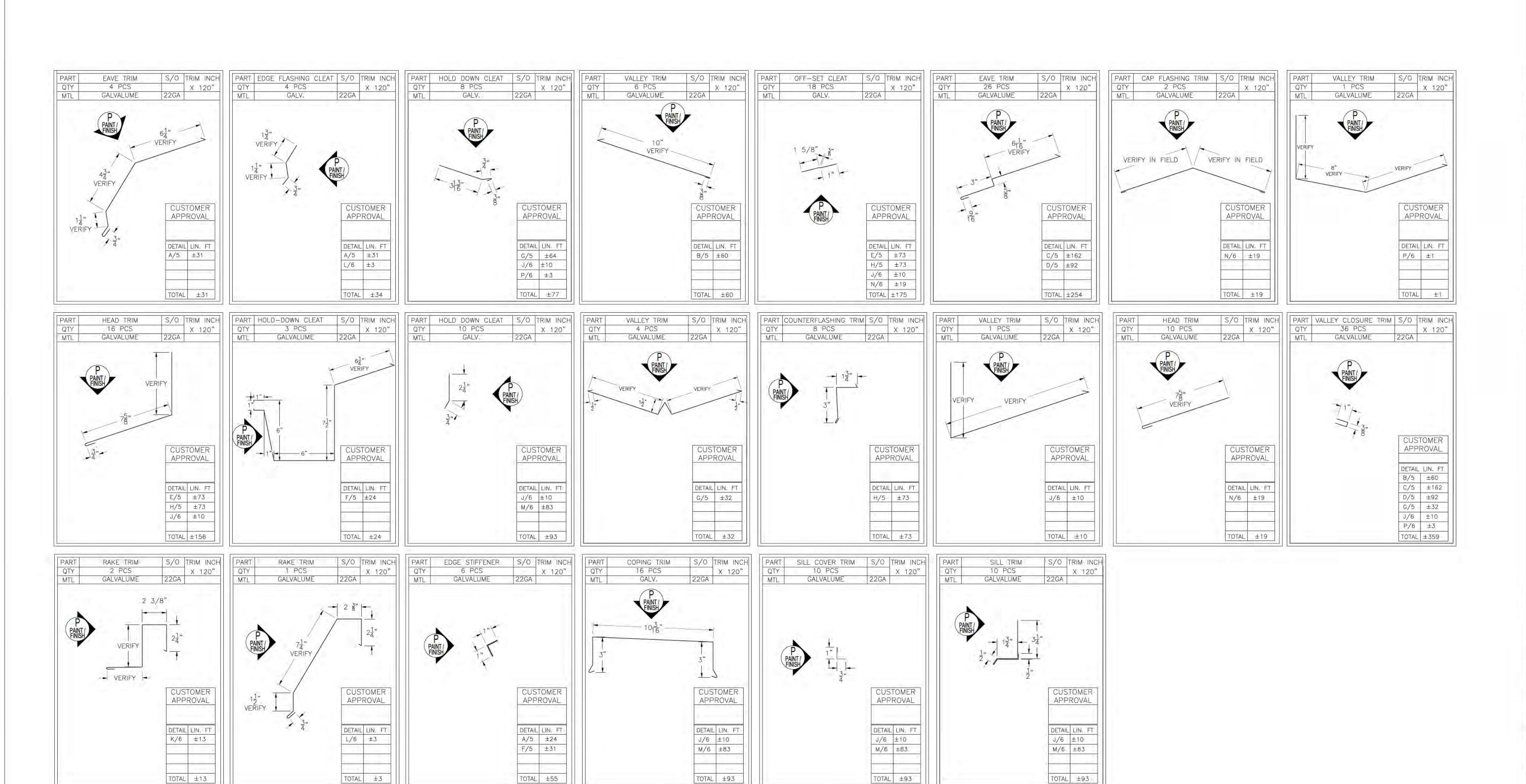
NORMA HERTZOG COSTA MES

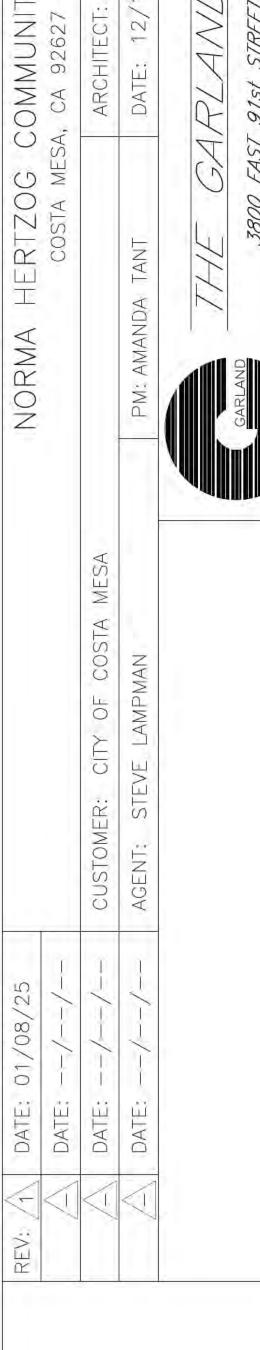












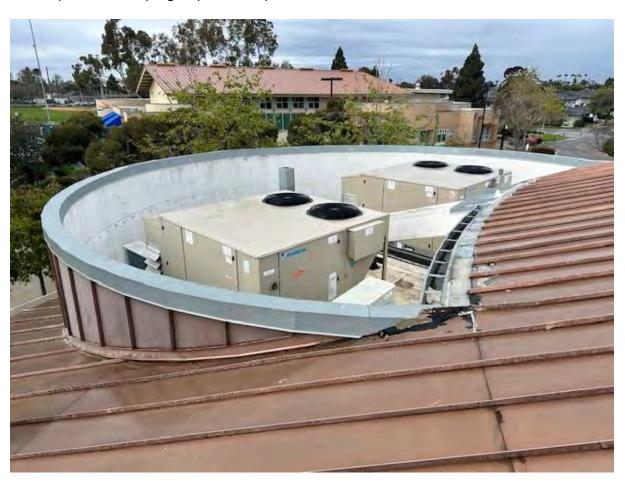
SECTION G

APPENDIX "B"

FIELD PHOTOS

A. Item 1

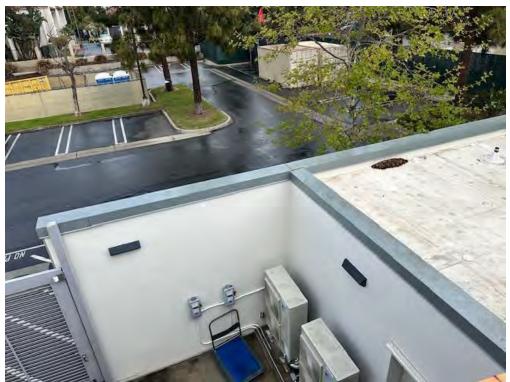
 Replace galvanized coping cap and trim throughout project with new 22 ga kynar metal to match roofing. Typical. As shown in photo but not limited to items in photo. All coping cap to be replaced with new.



B. Item #2

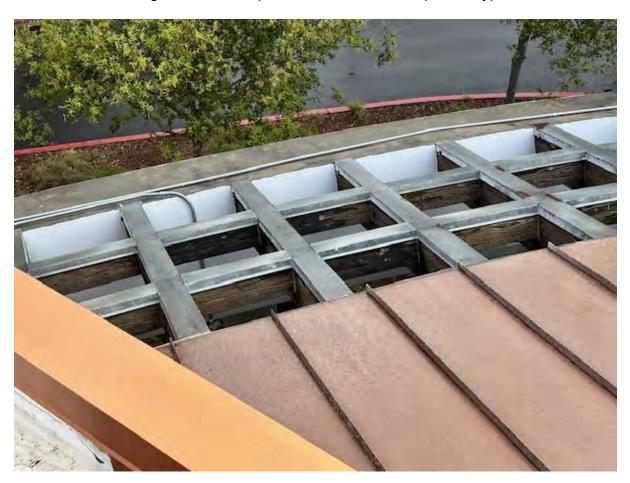
1. Galvanized coping on walls to also be replaced with new 22 ga kynar metal to match roofing. Typical. As shown in photo but not limited to items in photo.





C. Item #3

1. Replace metal caps on wood awning structure with new 22 ga kynar metal to match roofing. As shown in photo but not limited to photo. Typical.



D. Item #4

 All flashings below the red line in the photo of center skylight are to be replaced with the roof using 22 ga kynar metal to match the roofing. Detail per SMACNA

