

# **PROJECT MANUAL / CONTRACT DOCUMENTS**

**For  
RE-ROOF HANGAR ROW 3001**

3001 AIRPARK DRIVE  
SANTA MARIA PUBLIC AIRPORT. SANTA MARIA CA 93455

**March 2023**

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ARCHITECT

**ARCHITECT'S CONSULTING SERVICE**

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**CONTRACT DOCUMENTS  
FOR**

**Re-Roof Hangar Row 3001**

**3001 AIRPARK DRIVE  
AT  
SANTA MARIA PUBLIC AIRPORT DISTRICT**

**BOARD OF DIRECTORS**

Ignacio Moreno	President
Chuck Adams	Vice-President
David Baskett	Secretary
Michael B. Clayton	Vice-Secretary
Steve Brown	Director
Martin Pehl	General Manager
Joshua George	District Counsel

District Offices:

Santa Maria Public Airport District  
3217 Terminal Drive  
Santa Maria, CA 93455  
TEL: (805) 922-1726  
FAX:(805) 922-0677

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**NOTICE INVITING SEALED BIDS FOR**  
**Re-Roof Hangar Row 3001**  
**3001 AIRPARK DRIVE**  
**SANTA MARIA PUBLIC AIRPORT**  
**SANTA MARIA, CALIFORNIA**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Santa Maria Public Airport District for furnishing all plant, labor, services, materials, tools, items, and facilities necessary therefore, as provided in the contract documents, for a project entitled

**“Re-Roof Hangar Row 3001,  
3001 AIRPARK DRIVE”**

in strict accordance with the contract documents and plans and specifications on file at the office of the General Manager of the District, 3217 Terminal Drive, Santa Maria, California 93455.

- A-1 **DATE OF OPENING BIDS:** Bids will be received at the office of the General Manager of the District until **11:30 AM. On March 30, 2023**, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside, “Bid for **“Re-Roof Hangar Row 3001,” 3001 AIRPARK DRIVE**.” Bids shall be made on forms furnished by the District.
- A-2 **DESCRIPTION OF THE WORK:** The work comprises the furnishing of all labor and materials for the **NEW SINGLE PLY MEMBRANE ROOF SYSTEM OVER THE EXISTING METAL PANEL ROOF, AT 3001 AIRPARK DRIVE**, Santa Maria Public Airport.
- A-3 **AWARD OF CONTRACT:** The District reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsible bidder based on base bid not including unit prices if required in the bid form and reject all other bids, and/or to waive any informalities or irregularities, in any bid which it may deem necessary in the best interests of the Santa Maria Public Airport District.
- A-4 **SITE CONDITIONS:** Each bidder shall carefully examine the drawings, read the specifications and other contract documents, and shall visit the site of the proposed work to become fully informed as to all existing conditions and limitations that may affect the execution of the work under the contract, and the bidder shall include in the prices bid, the cost of all incidentals and appurtenances. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or its failure to visit and become acquainted with conditions at the site shall in no respect relieve the bidder from any obligation imposed by its proposal or by the contract. The submittal of a proposal shall be taken as prima facie evidence of compliance with all instructions contained herein.
- A-5 **PRODUCT SUBSTITUTIONS DURING BID PERIOD:** Substitutions will only be considered up to 7 days prior to bid date. Subsequent requests after that date will be considered when, through no fault of the contractor, none of the specified products is available. If a substitution is accepted the contractor will be notified in writing and an addendum to the bid documents will be issued to all plan holders. Verbal acceptance will not be valid. Acceptable substitutions will be added to the contract documents by appropriate modification.

- A-6 **SUBSTITUTION OF ELIGIBLE SECURITIES:** Substitution of eligible securities, hereinafter defined, for any moneys of the contractor withheld by the District to ensure performance under the contract may be permitted pursuant to and in accordance with Section 22300 of the Public Contract Code. The term “eligible securities” as used herein, means and includes the securities listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. At the request and expense of the contractor, eligible securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the contractor upon satisfactory completion of the contract. The contractor shall be the beneficial owner of any eligible securities substituted for moneys withheld and shall receive any interest thereon.
- A-7 **CERTIFIED CHECK OR BONDS:** Each proposal must be accompanied by a certified or cashier’s check, or by a corporate surety bond on the form furnished by the District, as a guarantee that the bidder will, if award is made to it in accordance with the terms of its proposal, promptly secure worker’s compensation insurance and liability insurance, execute an agreement in the required form, and furnish satisfactory bonds for faithful performance of the contract and for payment of claims of material suppliers and laborers hereunder. Said check or bid bond shall be in an amount not less than ten percent (10%) of the amount of the bid. The faithful performance bond shall be not less than one hundred percent (100%) of the contract price, and the payment bond shall be not less than one hundred percent (100%) of the contract price.
- A-8 **PREVAILING RATES OF WAGES:** The minimum wages to be paid for labor shall be not less than the general prevailing per diem wage and rates for overtime and general holidays as determined by the director of the Department of Industrial Relations, State of California, pursuant to California Labor Code Sections 1770, 1773, and 1773.1, which wage rates are available for inspection at the District office.
- A-9 **CONTRACT DOCUMENTS AND AWARD:** The form of plans and specifications, including contract documents and bonds, are available at the CyberCopy, 504 North Milpas Street, Santa Barbara, CA (Ph 805-884-6155). The contract award, if made, will be made within forty-five (45) calendar days after opening of the bids. No bidder may withdraw its bid within said period. Work shall commence within ten (10) working days after receiving written notice to proceed. The notice to proceed will be issued after the contractor awarded the contract has properly signed the contract documents and furnished the required bonds, insurance policies, and certificates.
- A-10 **ADDRESS AND MARKING PROPOSAL:** The envelope enclosing the proposal shall be sealed and addressed to the Santa Maria Airport District, Attention: Martin Pehl, General Manager, and delivered or mailed to 3217 Terminal Drive, Santa Maria, California 93455. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words: **“Re-Roof Hangar Row 3001, 3001 Airpark Drive”** followed by the date and hour of the opening of bids. The certified or cashier’s check, money order, or bid bond shall be enclosed in the same envelope with the proposal.
- A-11 **MANDATORY JOB WALK:** A mandatory job walk will be conducted on **March 23, 2023**, Contractors shall meet at the District Office, 3217 Terminal Drive, Santa Maria, California at **11:00 AM**. District reserves the right to reject the bid of any contractor who does not attend the mandatory job walk. The job site is not open for inspection except during the job walk unless special re-examination arrangements are made with the District.

A-12 CONTRACTOR REGISTRATION AND COMPLIANCE MONITORING: All contractors and subcontractors who bid or work on a public works project must register with the California Department of Industrial Relations (“DIR”). No contractor or subcontractor may be listed in a bid for a public works project unless registered with the DIR. This project is subject to compliance monitoring and enforcement by the DIR.

DATED: March 11, 2023

SANTA MARIA PUBLIC AIRPORT DISTRICT

By: Martin Pehl, General Manager

## **INSTRUCTIONS TO BIDDERS**

### 1. FORM OF BID AND SIGNATURE.

a. The proposal shall be submitted on the form attached hereto and shall be enclosed in a sealed envelope marked and addressed as hereinafter directed.

b. If the proposal is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the partnership name by a member of the firm, who shall also sign his own name, and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

### 2. INTERPRETATION. Bidders shall promptly notify the Santa Maria Public Airport District ("District") of any doubt as to the true meaning of any requirement of plans or technical specifications, or of any discrepancies in, or omissions from, the plans or technical specifications, or of any ambiguity, inconsistency or error in the bidding contract documents or of the site and local conditions. Bidders requiring clarification or interpretation of the plans and specifications or of the bidding or contract documents shall submit to the District Manager, at the address given in the bid proposal, a written request for an interpretation or correction thereof. The written request must be received at least seven (7) calendar days prior to the date fixed for opening of bids. The person making the request will be responsible for its prompt delivery.

Any interpretation, change, or correction will be made by addendum. Interpretations, changes, or corrections made in any other manner will not be binding, and bidders shall not rely upon such interpretations, changes, or corrections. Interpretations or corrections will be made only by addenda to technical specifications or by dated revisions of plans with a copy of each addition or change being furnished, through the District, to each prospective bidder. Questions concerning the contract form, bonding requirements, or similar documents shall be directed to the District Manager.

### 3. ADDENDA. Addenda will be mailed or delivered to all who are known by the District to have received a complete set of bidding documents. Copies of addenda will be made available for inspection whenever bidding documents are on file for that purpose. No addenda will be issued later than four (4) days prior to the date of bid opening, except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting his bid that he has received all addenda issued, and he shall acknowledge their receipt in his bid.

### 4. PREPARATION OF THE PROPOSAL.

a. Blank spaces in the proposal(s) and bid sheet(s) shall be properly filled. The phraseology of the proposal must not be changed, and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal over the signature of the bidder. Alternative proposals will not be considered unless specifically provided for in the bidding sheet(s).

b. A bidder may withdraw his proposal before the hour fixed for opening bids, without prejudice to him or her, by submitting a written request to the District for its withdrawal, and his proposal will be returned to him unopened when reached in the procedure of opening bids. No proposal may be withdrawn after the hour fixed for opening bids without rendering the accompanying certified or cashier's check or bidder's bond subject to forfeiture as liquidated damages in like manner as in the case of failure to execute the contract after award, as hereinafter provided.

c. No proposal received after the time named or at any place other than the place stated in the Notice Inviting Bids will be considered. All proposals will be opened and declared publicly. Bidders, their representatives, and others interested are invited to be present at the opening. The District reserves the right to waive any informality in any proposal, to reject any or all proposals and to make award to the lowest responsible bidder as the interest of the District may require. Where bonds are required, the bidder shall name in his bid the surety or sureties which have agreed to furnish said bonds.

5. **REGISTRATION OF CONTRACTORS.** Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California. In accordance with Section 3300 of Public Contract Code of the State of California, the Contractor shall possess a valid Class B – General Contractor or C-39 Roofing. Each bidder must be registered with the California Department of Industrial Relations when submitting a proposal. A proposal received from a bidder who is not registered accordingly will be rejected as non-responsive. All subcontractors identified in the proposal must also be registered accordingly. A proposal is not subject to rejection if it includes subcontractors not registered with the DIR, if the subcontractor's complete registration in accordance with Labor Code § 1771.1(c). The proposal shall set forth the DIR Registration number for all listed subcontractors. A proposal that does not include the registration number of any listed subcontractor shall not be rejected if the registration numbers are provided within twenty-four (24) hours of the opening of the proposals. Each bidder shall complete and submit with the proposal the Verification of DIR Registration included herein as P-11. This Verification shall be executed by a duly authorized officer or employee of the Bidder. A failure to submit a completed Verification will render the proposal non-responsive.
6. **LIST OF SUBCONTRACTORS FILED WITH BID.** In accordance with the provisions of Sections 4100 through 4113, inclusive, of the Public Contract Code of the State of California, each bidder shall submit with his proposal the name and location of place of business of each proposed subcontractor who will perform work or labor or render service to the principal contractor in an amount in excess of one-half of one percent of the principal contractor's bid, and shall state the portions of the work which will be done by each such subcontractor.
7. **BIDDERS INTERESTED IN MORE THAN ONE BID.** No person, firm, or corporation shall make, file, or be interested in more than one proposal for the same work unless alternative bids are specifically requested. A person, firm, or corporation who has submitted a sub proposal to a bidder, or has quoted prices of materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
8. **LOWEST RESPONSIBLE BIDDER.** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the District that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. Each bidder must furnish, if required, a record of past performance, experience, and show that his organization, capital, and equipment are adequate for the successful prosecution of the required work and its completion within the time specified. The District reserves the right to reject any and all bids.



9. **BID BOND OR CHECK.** Each bidder shall submit with his bid an unconditional certified or cashier's check drawn on a solvent state or national bank, or a bidder's bond with a responsible corporate surety, on the form attached hereto, subject to the provisions of Article 12(c), hereof. Unless otherwise stated in the Agreement, said bid security or bidder's bond shall be in a sum not less than ten percent (10%) of the amount of the bid, and shall be made payable to the District as a guarantee that the bidder will, if any award is made to him in accordance with the terms of his proposal, promptly execute a contract in the required form, secure payment of worker's compensation, if required, and furnish satisfactory Performance and Payment Bonds and proof of insurance coverage. District may accept a bid at any time within forty-five (45) days after the bid opening date. No bid may be withdrawn during that period without forfeiture of the bid bond.
  
10. **LOCAL CONDITIONS.**
  - a. Bidders shall read the specifications, examine the drawings, and make their own estimates of the existing facilities and the difficulties, which will attend the execution of the work called for by the proposed contract, including local conditions, uncertainty of weather, and all other contingencies.
  
  - b. Bidders shall satisfy themselves by personal examination of the location of the proposed work, and by conditions and requirements and as to the accuracy of the quantities stated in the bidding sheet(s). Information delivered from maps, plans, specifications, profiles, or drawings, or from the District Manager shall not relieve the bidder of this responsibility, and the interpretation of the data disclosed by borings or other preliminary investigations are not guaranteed by the District. District makes no representations or warranties as to the physical conditions on or about the location of the proposed work.
  
11. **EXECUTION OF CONTRACT.** The contract award, if made, will be within forty-five (45) days after the opening of bids. A bidder to whom award is made shall execute a written contract with the District on the form of agreement attached hereto, secure the payment of worker's compensation, and furnish good and approved bonds as required in the following paragraph, all in accordance with the provisions hereof within ten (10) days (not including Sundays and holidays) or such additional time as may be allowed by the District Manager from the date of the mailing of a notice from the District to the bidder, to the address given by him, of the acceptance of his proposal. If the bidder to whom award is made fails or refuses to enter into contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, the money represented by his check or bidder's bond shall become the property of the District, the award will be annulled, and, at the discretion of the District, District may award the contract to the next lowest responsible bidder; and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. A corporation to which an award is made may be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its right to do business in California, and of the authority of the officer signing the contract and bonds for the corporation.
  
12. **BONDS.**
  - a. Except as otherwise provided in the Notice Inviting Bids, a bidder to whom the contract is awarded shall, within the time mentioned in the preceding paragraph, furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said bidder of all covenants and stipulations in the contract. Said bond, hereinafter referred to as the "Faithful Performance Bond", shall be in the form approved by the District and amount is therein specified, then in an amount not less than 100 percent (100%) of the total amount payable under the contract.
  
  - b. Within the time mentioned in the preceding paragraph, the bidder to whom the contract is awarded shall also furnish a Payment Bond, approved by the District, in accordance with the provisions of Civil Code Sections 3225-3226, inclusive, and Sections 3247-3252, inclusive. Unless otherwise specified in the agreement, said Payment Bond shall be in a sum not less than 100 percent (100%) of the total amount payable by the terms of this contract, but not less than the sum prescribed by Section 3248 of the Civil Code, in any case.

c. The surety or sureties on all bonds furnished must be satisfactory to the District. The party required to furnish bonds pursuant to these instructions shall furnish such bonds at his own cost and expense. The District reserves the right to reject any bond, which is not in the form included in the contract, documents or in another form substantially as prescribed by law.

13. **INSURANCE POLICIES AND BONDS.** Attention is invited to the provisions of the Insurance Code of the State of California with reference to the writing of insurance policies and bonds covering risks located in this state and the premiums and commissions thereon. A bidder to whom the contract is awarded shall furnish, at the time his bond or bonds are submitted for approval, satisfactory evidence that the requirements of said code have been observed.
14. **LIABILITY INSURANCE.** Before the contract is executed on behalf of the District, a bidder to whom the contract has been awarded shall furnish to the District a policy or certificate of protective liability insurance in which the District shall be named as an additional insured with the bidder. The policy shall insure the District, its officers and its employees; the bidder, his employees and his subcontractors and their employees, and their heirs, agents, and employees; while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the District. The policy shall provide for the limits stated in the agreement with the District.
15. **ASSIGNMENT OF CONTRACT.** No assignment by the Contractor of any contract to be entered into in accordance with the Notice Inviting Bids and these Instructions to Bidders, or any part thereof, or of funds to be received thereunder, will be recognized by the awarding authority unless such assignment has had the prior approval of the awarding authority and the surety has had notice of such assignment in writing and has given his written consent thereto.
16. **TIME OF COMPLETION.** As stated in paragraph 7 of the Contract AGREEMENT.

# **BID PROPOSAL**

**RE-ROOF HANGAR ROW 3001  
3001 AIRPARK DRIVE  
SANTA MARIA PUBLIC AIRPORT  
SANTA MARIA, CALIFORNIA**

Board of Directors  
Santa Maria Public Airport District  
3217 Terminal Drive  
Santa Maria, California 93455

Gentlemen:

The undersigned, as bidder, hereby declares that he has carefully examined the site of the herein proposed work, the notice inviting sealed bids, the proposed form of contract and all documents referred to therein as contract documents, including the plans, drawings, specifications and special provisions, the bid security form for check or bond, and the forms of the performance bond and payment bond; that the only persons or parties interested in this proposal as principals are those named herein, and he proposes and agrees that if this proposal is accepted, that he will contract with the Santa Maria Public Airport District (hereinafter called "District") within ten (10) working days after acceptance of this bid proposal and notice thereof to the undersigned, in the form of the contract, to provide all necessary permits, labor, machinery, equipment, tools, apparatus and other means of construction, and to do, perform and complete all the work specified in the contract documents, specifications, and special provisions in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, all within forty five (45) calendar days after receipt of notice to proceed, and that he will take in full payment therefore the amounts set forth in the following Bid Schedules, commencing on the next page:

<b>BID SCHEDULE - ROOF REPLACEMENT OF HANGAR ROW 3001</b>					
ITEM #		UNIT	ITEM WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1. BASE BID	Job	L.S.	<b>RE-ROOF HANGAR ROW 3001</b> <b>3001 AIRPARK DRIVE</b> in the lump sum of _____ Dollars.	L.S.	\$
TOTAL AMOUNT OF BASE BID			_____ _____ (Written in words)	\$	(In figures)

Abbreviations: L.S. = lump sum, S.F. = square feet, L.F. = lineal feet, EA. = each unit,  
C.Y. = cubic yard, Ton = 2,000 pounds, Week =7 calendar days

**LOWEST RESPONSIBLE BIDDER.** In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the bidder for the performance of the work covered by the proposal. To receive favorable consideration, a bidder may be required to present evidence that he has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the District that he or his associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements. Each bidder must furnish, if required, a record of past performance, experience, and show that his organization, capital, and equipment are adequate for the successful prosecution of the required work and its completion within the time specified.

All blank spaces in this Bid Proposal form must be fully and correctly filled in where indicated for each item. Bidder must state prices (written in ink, both in words and figures) for each item in the above Bid Schedule(s). In case of a discrepancy between the words and figures, the words (unless obviously incorrect) shall prevail. The undersigned bidder has checked carefully all words and figures on the above Bid Schedule(s) and understands that the District will not be responsible for any errors or omissions on the part of the bidder in making up his bid.

**ADDENDA:** Addenda No.(s) \_\_\_\_\_  
issued by the District amending, modifying, or supplementing the specifications, special provisions, or contract documents were taken into consideration in making this bid. The undersigned bidder has ascertained from District just prior to submitting this bid that he has received all addenda issued, if any.

**INTERESTED PRINCIPALS:** The names of all persons interested in the foregoing proposal as principals are as follows:

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If the bidder or other interested persons is a corporation, state legal name of corporation and state of incorporation, also names, titles, and business address of president and manager thereof; if partnership, state full firm name and name and post office address of each partner; if individual, state first, middle, and last name in full and post office address. (If space is insufficient, use reverse side.)

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**BID SECURITY FORM:** A  cashier's check  certified check  bid bond properly made payable to Santa Maria Public Airport District, for the sum of Dollars (\$ \_\_\_\_\_), which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the agreement and furnish the required bonds if awarded the contract and, in case of failure to do so within the time provided, the  proceeds of said check shall be forfeited to the District,  surety's liability to the District for forfeiture of the face amount of the bond shall be considered as established.

ACCEPTANCE: It is understood and agreed that this bid may be accepted by the District at any time within forty-five (45) calendar days after the bid opening date.

SUBCONTRACTOR SCHEDULE: A complete and signed subcontractor schedule required by the California Subletting and Subcontracting Fair Practices Act is attached hereto and made a part hereof.

LICENSE: The undersigned is licensed in accordance with the laws of the State of California providing for the registration of contractors.

Contractor's License No. \_\_\_\_\_ Type of License: C39\_\_\_\_\_

Name of individual contractor: \_\_\_\_\_  
(print or type)

Signature of owner: \_\_\_\_\_

Business address: \_\_\_\_\_

or

Name of firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature, title, and address of members signing on behalf of the partnership:

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

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

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

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

Name: \_\_\_\_\_ Title  
or

Name of corporation: \_\_\_\_\_

Business address: \_\_\_\_\_

Corporation organized under the laws of the State of: \_\_\_\_\_

Signature of president of corporation: \_\_\_\_\_

Signature of secretary of corporation: \_\_\_\_\_

in behalf of any person not herein named, and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

In conformance with current statutory requirements of Section 1860, et seq. of the California Labor Code, the undersigned confirms the following as his certification:

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

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the Bid Schedule upon which award of contract is made.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023\_ .

Type or print legal name: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

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

Authorized signature: \_\_\_\_\_

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

Address of bidder for notices: \_\_\_\_\_

Telephone: \_\_\_\_\_

**(Do not detach from bid)**  
**SUBCONTRACTOR SCHEDULE REQUIRED BY CALIFORNIA**  
**SUBLETTING AND SUBCONTRACTING FAIR PRACTICES ACT**  
(Public Contract Code Sections 4100-4113)

(To be submitted with Bid Proposal)

The undersigned bidder certifies that he has used the bids of the following subcontractors in making up his bid and that the subcontractors listed will be used for the work on which they bid.

Item or Portion of Work to be done by Subcontractor	Subcontractor's Name Under Which Licensed	Location Place of Business

(If above space is insufficient, use reverse side)

The foregoing is submitted by the bidder in accordance with the California Subletting and Subcontracting Fair Practices Act, and the bidder, if awarded the contract, agrees to fully and promptly comply with such Act. Bidder certifies and warrants that all subcontractors listed above are, and when performing their subcontracts will be, duly licensed by the State of California to perform the work or services to be done by the subcontractor.

Name of Bidder: \_\_\_\_\_

Authorized Signature By: \_\_\_\_\_

Title of Signer: \_\_\_\_\_



# BID SECURITY FORM

(Check to Accompany Bid)

(Note: The following form shall be used in case check accompanies bid:)

Accompanying this proposal is a \*Certified \*Cashier's check payable to the order of SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "Owner", for \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said Owner, provided this proposal shall be accepted by the said Owner through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his bid within the period of 45 days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the contract to another bidder.

Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Delete the inapplicable word

(Note: If the bidder desires to use a bond instead of check, the Bid Bond form on the following pages shall be executed--the sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

\_\_\_\_\_ as principal and \_\_\_\_\_ as surety, are held and firmly bound unto SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "Owner", in the sum \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be paid to the said Owner, its successors, and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bounden \_\_\_\_\_

\_\_\_\_\_ for construction of \_\_\_\_\_

as specifically set forth in documents entitled \_\_\_\_\_ all in accordance with the specifications and drawings on file in the offices of \_\_\_\_\_

is not withdrawn within the period of forty-five (45) days after the date set for the opening of bids, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bounden

\_\_\_\_\_ his heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Sundays and holidays) after the date of notification by and from said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(NOTE: The standard printed bond form of any bonding company acceptable to the owner may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the owner are not in any way reduced by use of the surety company's printed standard form.)

# NON-COLLUSION DECLARATION

I, \_\_\_\_\_, declare that I am \_\_\_\_\_ (name)

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

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at \_\_\_\_\_, California.

Signature \_\_\_\_\_

Typed name: \_\_\_\_\_

**VERIFICATION OF DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ for \_\_\_\_\_ (the "Contractor")  
(Name) (Owner/ Principal/ Authorized Agent) (Contractor)

that has submitted to the Santa Maria Public Airport District, a public agency, a bid in connection with the ROOF REPLACEMENT OF ADMINISTRATION DISTRICT OFFICE AND FIRE STATION 3217 & 3339 TERMINAL DRIVE"

I verify and certify that the Contractor is registered with the California Department of Industrial Relations pursuant to California Labor Code 1725.5.

The Contractor's registration number is \_\_\_\_\_.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Verification on the \_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_, California.

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "District", and \_\_\_\_\_, hereinafter referred to as "Contractor".

WHEREAS, District has accepted the Bid Proposal of Contractor for the work and services to be performed for a project identified as " **Re-Roof Hangar 3001 3001 AIRPARK DRIVE**", at the Santa Maria Public Airport, Santa Maria, California (herein called the "Project").

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For and in consideration of the payments and agreements hereinafter mentioned, Contractor agrees to complete the project, consisting of Items #1, of Contractor's Proposal dated \_\_\_\_\_, 2023, attached as pages P-1 through P-11 of this Agreement, **within dates specified in paragraph 7** after receipt of notice to proceed, in a good, workmanlike manner, to the satisfaction of District, and in accordance with the terms, conditions, agreements and provisions of the Contract Documents, and to do all the work and furnish all the labor, materials to be supplied toward the provision, installation, and integration of a new pedestrian gate and integrated access control, and other items necessary to complete the Project as aforesaid. Contractor agrees to receive and accept the prices set forth in the following schedule as full compensation for doing and completing all the work and furnishing all labor, materials, and other items contemplated and embraced in this Agreement, as well as for all loss or damage arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by District, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of work, to-wit: (Schedule of prices herein above referred to commence on the next page)

1. **Contractor's License**. Contractor warrants that it is a general contractor or roofing contractor licensed in California to do the proposed work. Contractor's license number is \_\_\_\_\_.

**BID SCHEDULE - ROOF REPLACEMENT HANGAR ROW 3001  
SANTA MARIA PUBLIC AIRPORT DISTRICT  
3001 AIRPARK DRIVE, SANTA MARIA, CA 93455**

ITEM #		UNIT	ITEM WITH UNIT PRICES WRITTEN IN WORDS	UNIT PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1. BASE BID	Job	L.S.	<b>RE-ROOF HANGAR ROW 3001 3001 AIRPARK DIVE</b> in the lump sum of _____ Dollars.	L.S.	\$
TOTAL AMOUNT OF BASE BID			_____ _____ (Written in words)	\$	(In figures)

Abbreviations: L.S. = lump sum, S.F. = square feet, L.F. = lineal feet, EA. = each unit,  
C.Y. = cubic yard, Ton = 2,000 pounds, Week =7 calendar days

2. Contract Documents. This Agreement and the following provisions or documents, each of which is annexed hereto or is on file at the office of the General Manager of the Santa Maria Public Airport District, are hereby incorporated herein and made a part hereof as though set forth in length herein:

- (a) This Agreement, including Special Provisions, if any, and plans and specifications and contract drawings.
- (b) Notice Inviting Sealed Bids, including Addenda No.(s) \_\_\_\_\_.
- (c) Instructions to Bidders.
- (d) Special Provisions and Technical Specifications.
- (e) Contractor's Bid Proposal dated \_\_\_\_\_.
- (f) Bid Security Form (for Check or Bond).
- (g) Performance Bond (Attachment 1).
- (h) Payment Bond (Attachment 2).
- (i) Hazardous Materials Definitions (Attachment 3)
- (j) General Prevailing Wage Rates for the Santa Maria locality, incorporated herein, as determined by the Director of the Department of Industrial Relations, State of California, pursuant to California Labor Code Sections 1770, 1773, and 1773.1, copies of which are available at the District office.
- (k) Verification of Certified Payroll Records Submission to Labor Commissioner (Attachment 4)

This Agreement and the foregoing described provisions and documents are together hereinafter referred to as the "Contract Documents" or "Contract" which are intended to be complementary so that any work or obligation called for in one, and not mentioned in the other, or vice versa, is to be performed the same as if mentioned in all said provisions and documents.

3. Definition of Terms. Whenever the following words, terms, or abbreviations are used in any of the Contract Documents, the intent and meaning shall be interpreted as follows:

- Airport - Santa Maria Public Airport.
- City - City of Santa Maria.

Completions - Work shall be deemed complete only after acceptance by District.

District - Santa Maria Public Airport District.

District Inspector or Inspector - A duly authorized representative of District assigned by District to make inspections of the work performed by Contractor.

District Manager - General Manager of the Santa Maria Public Airport District or his duly authorized representative.

District Engineer or Engineer - Not applicable. Any reference to District Engineer shall mean the District Manager. (See above)

Owner - Santa Maria Public Airport District.

Proposal - The bid proposal of Contractor for the work submitted to District.

Work - The Project covered by this Agreement.

4. Equipment - Performance of Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner the work called for, and in the manner designated in and in strict conformity with the provisions and conditions of the Contract Documents.

The equipment, apparatus, facilities, labor, and materials shall be furnished and said work performed and completed as required by the Contract Documents.

5. Change Orders. District reserves the right to make alterations, deviations, additions to or omissions from the work. Any such changes will be set forth in a written change order specifying the changes, adjustments of contract time, if any, and compensation for any work ordered. A change order will not be effective unless signed by Contractor and District.

(a) Changes in Work.

(1) Changes Requested by Contractor.

a) General. Changes in specific methods of construction may be made at Contractor's request when approved in writing by the District's General Manager.

Changes in the plans and specifications, requested in writing by Contractor, which do not materially affect the Project, and which are not detrimental to the Project or to the interests of District, may be granted to facilitate the Project, when approved in writing by the General Manager. The form of approval will be by change order.

b) Payment for Changes Requested by the Contractor. If such changes are granted, they shall be made at a reduction in cost or at no additional cost to the District. Nothing herein shall be construed as granting a right to Contractor to demand acceptance of such changes.



(2) Changes Initiated by the District:

a) General. District may, by change order, change the plans, specifications, character of the work, or quantity of work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed ten percent (10%) of the Contract Price. Should it become necessary to exceed this limitation, the change shall be by written supplemental agreement between Contractor and District.

b) Payment:

1) Contract Unit Prices. If a change is ordered in an item of work covered by a unit price, and such change does not involve a substantial change in the character of the work from that shown on the plans or included in the specifications, then an adjustment in payment will be made based upon the increase or decrease in quantity and the unit price. If a change is ordered in an item or work covered by a unit price, and such change involves a substantial change in the character of the work from that shown on the plans or included in the specifications, an adjustment in payment will be made in accordance with subparagraph 2) of this paragraph.

Should any contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

2) Agreed Prices. Adjustments in payments for changes other than those set forth in Section (1)(b) of this paragraph will be determined by agreement between Contractor and District. If the parties are unable to reach agreement, District may direct Contractor to proceed on the basis of extra work in accordance with paragraph 18, subparagraph (f).

6. Option of District to Terminate Agreement in Event of Failure to Complete Work. If Contractor shall have refused or failed to prosecute the work, or any severable part thereof, with such diligence as will ensure its completion within the time specified, or any extensions thereof, or shall have failed to complete said work within such time, or if Contractor should be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed in the event of Contractor's insolvency, or if Contractor or any subcontractor should violate any of the provisions of this Agreement, District may give written notice to Contractor and Contractor's sureties of the intention to terminate this Agreement and, unless within five working days after the serving of such notice such violation shall cease and satisfactory arrangements for the corrections thereof be made, this Agreement may, at the option of the District upon the expiration of said time, cease and terminate.

7. Time for Completion; Liquidated Damages. . The Work shall be commenced on a floating date as determined by the Contractor and agreed to by the District either on or after the date stated in the District's Notice to Proceed. Once the Contractor has commenced work, he shall continue the work consecutively for no more than **45 calendar days** to substantially complete work and no later than **May 15, 2023**, whichever occurs first. Once Contractor commences work a reasonable allowance for the time during which Contractor is delayed in said work by the acts or neglect of District or its employees or those under District by contract or otherwise, or by acts of God which Contractor could not have reasonable foreseen and provided against, or by storm and inclement weather which delay the work, or by any strikes, boycotts, or like obstructive action by employee or labor organizations or any general strike, or by organization of employees, shall be added to the aforesaid time for completion. In view of the difficulty to ascertain the amount of damages required to properly compensate District for failure of Contractor to complete the Project within the time fixed by this Agreement, Contractor shall pay to District the sum of Two Hundred Dollars (\$200) per calendar day as liquidated damages for each calendar day that the Project shall remain incomplete past the date herein established for completion up to and including thirty (30) calendar days past the date established for completion, and the sum of Four Hundred Fifty Dollars (\$450) per calendar day thereafter.

8. Performance by Sureties. In the event of any termination as hereinbefore provided, District shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the Agreement; provided, however, that if the sureties, within five (5) working days after District gives them said notice of termination, do not give District written notice of their intentions to take over the performance of the Agreement and do not commence performance thereof within five (5) working days after notice to District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and the sureties shall be liable to District for any cost over and above the sum herein provided for the complete work or damages; and in such event District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefore.

9. Substitution of Eligible Securities. Substitution of eligible securities, hereinafter defined, for any moneys of Contractor withheld by District to ensure performance under the Contract may be permitted pursuant to and in accordance with Section 22300 of the Public Contract Code. The term "eligible securities", as used herein, means and includes the securities listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. At the request and expense of Contractor, eligible securities equivalent to the amount withheld shall be deposited with District, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to Contractor upon satisfactory completion of the Contract. Contractor shall be the beneficial owner of any eligible securities substituted for moneys withheld and shall receive any interest thereon.

10. Permits; Compliance with Law. Contractor shall, at Contractor's expense, obtain all necessary permits and licenses required by law and by the Contract Documents.

11. Control of Work.

a) Authority of District Manager. The District Manager shall have the authority to make final decisions concerning the quality and acceptability of the work performed, the rate of progress, interpretation of the Contract Documents, fulfillment of the Contract by Contractor, and all questions concerning compensation.

Should the District Manager question the compliance with the Contract Documents or the orders of the District Manager by Contractor, District Manager shall have the authority to stop all work immediately. Contractor, upon receipt of a written order, shall immediately suspend work wholly or in part. The work shall be resumed when ordered in writing by District Manager.

District Manager shall have the authority to stop the work at any time for any reason he deems justifiable and appropriate. If the reason for such an order to stop work is not the fault of Contractor, in the discretion of District Manager, then District Manager shall have authority to compensate Contractor for such loss of time by approving in writing an extension of time for completion and the amount of compensation to Contractor for such loss of time.

(b) Interpretation of Contract Documents. Should it appear that any work is not sufficiently detailed or explained in the Contract Documents, Contractor shall apply to the District Manager for further explanation. Should a question arise with respect to the true meaning of the Contract Documents, District Manger's decision shall be final. If a discrepancy between a drawing and a figure written thereon should occur, the figure shall be taken as correct.

(c) Defective Work. Any work that is not in accordance with the Contract Documents shall be corrected by Contractor at his expense.

12. Superintendence by Contractor. Contractor shall give personal superintendence to the work or have a competent foreman or superintendent satisfactory to District Manager on the work at all times during progress of the work with authority to act for him.

13. Inspection by District and City. Contractor shall at all times maintain proper facilities and provide safe access for inspection by District or City to all parts of the work.

14. Permits and Care of the Work. Except as otherwise specifically provided in paragraph 28, it shall be the responsibility of Contractor to examine the site of the work and be familiar with its condition, facilities or obstructions, and other physical factors and limitations affecting the performance of this Agreement. Indication in the Contract Documents of the existence of any such items shall in no way be construed as a warranty on the part of the District as to their precise location or that these are the only such items located or affecting the work or the site thereof. District in preparing the Contract Documents has made reasonable efforts to locate and identify any and all such items, but it is understood and agreed that District accepts no responsibility or liability for their location, character or existence. Should any facility be damaged, Contractor shall repair or replace it at his expense immediately.

15. Other Agency Involvement. Contractor is hereby advised that other governmental agencies as set forth below are involved in some manner with the administrative aspects of the improvements provided by this Contract. Contractor shall cooperate with representatives of the various agencies in the exercise of their duties. However, District shall administer the Contract, and Contractor shall look to District for direction regarding satisfactory completion of the Contract.

- (a) County of Santa Barbara
- (b) Santa Barbara County Air Pollution Control District
- (c) City of Santa Maria

16. Relationships and Responsibilities.

(a) Laws to be Observed. Contractor shall keep himself fully informed of all state and federal laws and city or county ordinances where applicable and shall fully comply with the provision of such laws and ordinances.

(b) Patents. Contractor shall assume all costs, expenses, and liabilities arising from the use of patented materials, equipment, devices, or processes.

(c) Inconvenience. Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to public traffic and rights of owners and users of adjacent property and he shall have under construction no greater length or amount of work than he can prosecute properly with due regard to such rights.

Convenient access to driveways, taxiways, and buildings along the line of work shall be maintained, and temporary approaches to crossings or intersecting roads or taxiways shall be provided and kept in good condition. To affect the above requirements, District Manager may order Contractor to provide necessary crossings or approaches and may limit the area in which Contractor may work at any one time. No extra payments shall be allowed Contractor for any such work so ordered by District Manager to maintain access for abutting owners or businesses.

(d) Safety. Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are always necessary to give adequate warning that the work is under construction and of any dangerous conditions to be encountered as a result thereof. Warning signs, lights, and other safety devices shall conform to and follow the requirements of the Vehicle Code and of any sign manual issued by the Division of Highways of the State of California and any regulations adopted by the City of Santa Maria in effect at the time of construction. All such devices shall be furnished, erected and maintained subject to the approval of District Manager. At the end of each day's work and at other times when construction operations are suspended for any reason, Contractor shall remove all equipment and other obstruction from the portion of any roadway open for use by public traffic.

(e) No Personal Liability. Neither District Manager nor any District director, Officer, employee, or authorized representative of the District shall be personally responsible for any liability arising under the Contract.

(f) Guarantees and Correction of Work. With respect to the Project, Contractor shall comply with District's Contract Documents', "Special Provisions" and "Technical Specifications", and comply with manufacturer's recommended installation practices. Where these may be in conflict, the more stringent requirements govern. Contractor shall provide District a copy of the warranty contract between Contractor and manufacturer at the preconstruction conference. Contractor shall without expense to District, promptly repair, replace, restore or rebuild, as District may determine, any work in which defects of materials or workmanship appear or is found not to conform to the Contract Documents with one (1) year following District's issuance of a Notice of Acceptance, together with any other work which may be displaced, marred, or damaged because of such defects or correction.

(g) Subcontracting. Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the work under his control. Before any work is started on a subcontract, Contractor shall file with District Manager a written statement of the work to be subcontracted, giving the names of the subcontractors and a description of the work to be done by each subcontractor. If a subcontractor is not doing satisfactory work, District Manager may request that he be replaced. The subcontractor shall be removed immediately and shall not go on the job site again.

(h) Limit of Persons on Job Site. District Manager may at any time by written direction, if good cause is shown, in his sole discretion require that any employee of Contractor be replaced. He may also require that Contractor limit access to the work site of any persons not employed by Contractor or an authorized subcontractor or who are not authorized representatives of District or the City.

(i) Assignment. The performance of the Contract may not be assigned except upon the written consent of District expressed by its governing body. Consent will not be given to an assignment, which would relieve Contractor of his responsibility under the Contract.

(j) Use of Completed Portions. District shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work on such portions may not have expired, but such taking of possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

17. Other Contracts. District may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors and carefully fit Contractor's own work to that provided under other contracts as may be directed by District Manager. Contractor shall not commit or permit any act, which, will interfere with the performance of work by any other contractor.

#### 18. Method of Payment.

(a) Progress Estimates. On or about the 15th day of each calendar month, Contractor shall submit to District Manager a written request for progress payment based on the amount and value of work done by Contractor up to that time in the performance of the Contract. Contractor shall submit to District Manager for approval a breakdown of his bid showing the amount included therein for each principal category of work; provided, that in case the costs or prices submitted in said breakdown do not in the opinion of District Manager truly represent the actual relative costs of the different parts of the work, District Manager shall prepare a schedule of estimated costs which shall be used in estimating the value of the work performed. To the figure thus arrived at shall be added any amounts due Contractor for extra work. A deduction of ten percent (10%) shall be made from the total thus computed, and from the remainder there shall be further deducted any amounts due District from Contractor for supplies or materials furnished or services rendered and any other amounts that may be due District under the terms of the Contract. Any amount in dispute between District and Contractor shall also be deducted. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the Progress Estimate for that month. Along with each written request for progress payment, the Contractor shall also submit a completed Verification of Certified Payroll Records Submittal to Labor Commission (Attachment 4 included herein).

(b) Progress Payments. Upon each Progress Estimate being made in writing, District (unless payment be withheld as provided in subparagraph (c) hereof) within fifteen (15) working days after the date of such estimate, except as stipulated hereinafter, shall pay to Contractor the amount stated in such estimate to be due Contractor; provided, however, that District may at all times reserve and retain from such partial payments, or any other amount, in addition to the retained percentage and other estimates, any sum or sums which by the terms hereof, or any law of the State of California, it is or may be authorized or required to reserve or retain; and provided, further, that no such progress estimate or payment shall constitute an acceptance of the work or any portion thereof. The percentage deducted as above set forth shall become due and payable with and as a part of the final payment to be made as hereinafter provided.

In the event work under the Contract or any part thereof shall be discontinued as provided in the Contract, the said retained percentage shall become and be the property of District to the extent necessary to repay to District any excess in the cost of the work above the Contract Price; and, after issuance of notice to discontinue work as therein provided, no payments upon progress estimates or otherwise shall thereafter be made to Contractor for the work covered by said notice until completion of the work and final settlement.

(c) Suspension of Payments. If, after written notice to Contractor of any deficiencies in his work because of failure to comply with the Contract provisions, construction schedule, or of a failure to revise and keep current with his construction schedule, District Manager recommends that all payments due or to become due under the Contract should be suspended until Contractor corrects any such deficiency, District may suspend all payments due or to become due until such deficiencies as remain uncorrected are correct.

In addition to the amount which District may retain, as provided hereinabove, District may withhold a sufficient amount or amounts of any payment or payments otherwise due Contractor as in its judgment may be necessary to cover:

- (1) Payments which may be past due and payable for just claims against Contractor or any subcontractor for labor or materials furnished in or about the performance of the work on the Project under this Contract.
- (2) For defective work not remedied.
- (3) For failure of Contractor to make proper payments to any of his subcontractors, suppliers, materialmen, or equipment renters.
- (4) Reasonable doubt that the Contract can be completed for the balance then unpaid.

District may apply such withheld amounts to the payment of such claims in its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under this contract by District to Contractor, and District shall not be liable to Contractor for such payment made in good faith. Such payment may be made without prior judicial determination of the claim or claims. District will render to Contractor a proper accounting of such funds disbursed on behalf of Contractor.

(d) Pursuant to Public Contract Code Section 20104.50, if applicable, if District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor, District shall pay interest to Contractor at the legal rate set forth in Code of Civil Procedure Section 685.010(a). Upon receipt of a payment request, District shall promptly review the request. District shall return to Contractor any payment request which District determines is not proper no later than seven (7) days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. The period within which District may make a payment without incurring interest shall be reduced by the number of days by which the District exceeds the seven (7) day return requirement.

(e) Final Estimate and Payment.

(1) Notice of Completion. Upon receipt by him of a written notice from Contractor that the Project is ready for final inspection, District Manager shall promptly inspect the Project and, if he finds it has been fully completed in accordance with the Contract Documents, he shall certify that the Project has been fully completed in accordance with the Contract Documents and has been accepted by him. Within ten working days after receipt of such certificate from District Manager, District shall execute, verify, and record a Notice of Acceptance of the Project.

(2) Final Payment. Notwithstanding any other provisions of the Contract Documents, the final remaining unpaid balance due Contractor under this contract and work done and materials furnished hereunder shall be paid to Contractor by District on the 35th day following recording of the Notice of Acceptance or within sixty (60) days of "completion" as defined in Labor Code Section 7107, whichever first occurs, provided there are no stop notices filed pursuant to Chapter 4 of Title XV, Part 4, Division 3 of the California Civil Code or a public works preliminary bond notice as provided in Section 3091 of the Civil Code by subcontractors, materialmen or others for labor performed, work done or materials furnished in or for performance of the Contract. Except as otherwise specifically provided by law, in the event of a dispute between District and Contractor, the District may withhold from the final payment an amount not to exceed 150 percent (150%) of the disputed amount.

(3) Final Payment as Waiver. Neither recordation of a notice of acceptance of the Project by District, payment to Contractor by District of the full Contract Price, or occupation of the Project by District shall relieve Contractor of liability for defective materials or workmanship used in the construction of the Project or for failure to construct the Project according to the requirements of the Contract Documents. Acceptance by Contractor of any payment provided for in the Contract Documents shall be a representation by Contractor to District that all work on the Project required by the Contract Documents to be performed before such payment becomes due has been completed by Contractor in accordance with the Contract Documents. Except as provided in any special guarantees contained in the Contract Documents, but notwithstanding any guarantees by the manufacturers of any materials used in the construction of the Project, Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of receipt by him of final payment of the Contract Price, the date substantial occupancy of the Project was taken by District, or the date of recordation of a notice of acceptance of the Project by District, whichever is earliest. District shall deliver notices of all observed defects to Contractor with reasonable promptness.

The making and acceptance of the final payment of the Contract Price shall constitute a waiver by Contractor of all claims, except those previously made and still unsettled.

(f) Extra Work. There will be no payment for extra work by Contractor or subcontractors unless it is expressly authorized in writing by District prior to the extra work being done. Reference is made to other provisions of the Contract regarding change orders for extra work and those provisions shall be strictly complied with. See paragraph 5 of this Contract.

(1) General. New or unforeseen work will be classified as "extra work" when the District Manager determines that it is not covered by the plans and specifications as they reflect the scope of work.

(2) Payment:

a) General. When the price for the extra work cannot be agreed upon, District will pay for the extra work based on the accumulation of costs as provided herein.

b) Basis for Establishing Costs:

1) Labor. The costs of labor will be the actual cost for wages of workers performing the extra work at the time the extra work is done, plus employer payments of payroll taxes, workers' compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all their assigned work and only that applicable to extra work shall be paid.

Non-direct labor costs including superintendence shall be considered part of the markup of subparagraph (c) of this paragraph.

2) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight, and delivery.

District reserves the right to approve materials and sources of supply, or to supply materials to Contractor if necessary, for the progress of the Project. No markup shall be applied to any material provided by District.

3) Tool and Equipment Rental. No payment will be made for the use of tools, which have a replacement value of \$200 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to District than holding at the Project site, it shall be returned, unless Contractor elects to keep it at the Project site at no expense to District. All equipment shall be acceptable to District Manager, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the Project site shall be the duration of its use on the extra work, commencing at the time it is first put into actual operation on the extra work, plus the time required to move it from its previous site and back or to a closer site.

4) Other Items. District may authorize other items, which may be required on the extra work. Such items include labor, services, material, and equipment, which is different in their nature from those, required for the Project and which are of a type not ordinarily available from Contractor or any of the subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

5) Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, District may establish the cost of the item involved at the lowest price, which was current at the time of the report.

c) Markup:

1) Work by Contractor. The following percentage shall be added to Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	10%
Materials	10%
Equipment Rental	10%
Other Items and Expenditures	10%

To the sum of costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bonding, if additional bonding is actually secured.

2) Work by Subcontractor. When all or any part of the extra work is performed by a Subcontractor, the markup established in subparagraph (c) of this paragraph shall be applied to the subcontractor's actual cost of such work, to which a markup of 10 percent (10%) on the first \$2,000 of the subcontracted portion of the extra work and a markup of 5 percent (5%) on work added in excess of \$2,000 of the subcontracted portion of the extra work may be added by Contractor.

3) Daily Reports by Contractor. When the price for the extra work cannot be agreed upon, Contractor shall submit a daily report to District Manager on forms approved by District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized. Failure to submit the daily report by the close of the next working day may waive any rights for that day. A good faith effort shall be made to reconcile the report daily, and it shall be signed by District Manager and Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points, which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through Contractor.

The report shall:

- a) Show names of workers, classifications, rates of pay including benefits, and hours worked.
- b) Describe and list quantities of materials used together with unit prices.
- c) Show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- d) Describe other services and expenditures in such detail as District may require.

(g) Changed Conditions. Contractor shall notify the District Manager in writing of the following Project site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

1) Subsurface or latent physical conditions differing materially from those represented in the plans and specifications;

2) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and

3) Material differing from that represented in the Contract which Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law.



District Manager will promptly investigate conditions, which appear to be changed conditions. If District Manager determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the Project, a change order will be issued adjusting the compensation of such portion of the Project in accordance with paragraph 5. If District Manager determines that conditions are changed conditions and that they will materially affect the performance time, Contractor, upon submitting a written request, will be granted an extension of time subject to the provisions of paragraph 7.

If District Manager determines that the conditions of which it has been notified by Contractor do not justify an adjustment in compensation, Contractor will be so notified in writing. This notice will also advise Contractor of his obligation to notify District Manager, in writing, if contractor disagrees.

Should Contractor disagree with such determination, he may submit a written notice of potential claim to District Manager before commencing the disputed work. In the event of such a disagreement, Contractor shall not be excused on account of that disagreement from any scheduled completion date provided for by the Contract but shall proceed with all work to be performed under the Contract. However, Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protest between the contracting parties.

Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are disturbed shall constitute a waiver of all claims in connection therewith.

19. Contract Security. Concurrently with the execution hereof, Contractor shall furnish a bond with a responsible corporate surety or corporate sureties conditioned upon the faithful performance of said Contractor of all covenants and stipulations of the Contract. Said bond, hereinafter referred to as the Faithful Performance Bond, shall be in the form approved by District and in the amount not less than 100 percent (100%) of the total amount payable under the Contract. Contractor shall also furnish a Payment Bond, approved by District, in accordance with the provisions of Civil Code Sections 3225-3228, inclusive, and Sections 3247-3252, inclusive. Said Payment Bond shall be in a sum not less than 100 percent (100%) of the total amount payable by the terms of this Contract, but not less than the sum prescribed in Section 3248 of the Civil Code, in any case.

20. Indemnification. Contractor shall indemnify, defend and hold harmless District, its directors, officers, employees, agents and representatives ("District, etc.") at all times from and against any and all suits, proceedings, liens, actions, penalties, liabilities, losses, expenses, claims or demands of any nature, including costs and expenses for legal services and causes of action of whatever character which District may incur, sustain or be subjected to ("suits, etc.") on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) in, on or about the Airport or arising out of or in any way connected with the services or work to be performed by Contractor, or Contractor's operations on, or use or occupancy of the Airport. The foregoing indemnification excludes only liability or loss caused by the sole active negligence of District or its willful misconduct. However, Contractor shall indemnify and hold "District, etc." harmless from and against any "suits, etc." including third party claims, environmental requirements and environmental damages (as defined in Attachment 3), costs of investigation and cleanup penalties, fines, and losses (including, without limitation, diminution in property value of the Airport or the improvements thereon) of whatever kind or nature which result from or are in any way connected with the release, receipt, handling, use, storage, accumulation, transportation, generation, discharge, or disposal ("release, etc.") of any toxic or hazardous materials (defined in Attachment 3) which occurs in, on or about the Airport as the result of any of Contractor's or Contractor's agents, employees, invitees or subcontractors' activities on the Airport. Contractor shall notify District immediately of any "release, etc." of any toxic or hazardous material on the Airport.

21. Public Liability and Property Damage Insurance; Protection and Restoration of Property. Contractor shall, at his expense, take out and maintain during the life of the Contract such public liability and property damage insurance as shall protect him and District and any subcontractor performing work covered by this Contract from claims for personal injury or death or property damage which may arise because of the nature of the work or from operations under this Contract, whether such operations be by himself or by any subcontractor, or anyone directly or indirectly employed by either of them, even though such damages be not caused by the negligence of Contractor or any subcontractor, or anyone employed by either of them. Any insurance shall be primary, not excess, insurance. The amounts of such insurance shall be as follows:

(a) Contractor's general liability insurance, including Owner's and Contractor's protective liability and contractual coverage, providing bodily injury or death liability limits of not less than \$1,000,000 for each accident or occurrence, and property damage liability with a single limit liability of not less than \$1,000,000 for each accident or occurrence.

(b) Automobile liability insurance covering all vehicles used in the performance of the Contract providing bodily injury or death liability limits of not less than \$300,000 for each person and \$500,000 for each occurrence, and property damage liability with a single limit liability of not less than \$300,000 for each accident or occurrence.

Before or concurrently with the execution of the Contract, Contractor shall file with District a certificate or certificates of insurance, issued by the insurance carrier, covering the specified insurance and a complete copy of each insurance policy. Each such certificate and policy shall bear an endorsement precluding the cancellation, or reduction in coverage, of any policy before the expiration of thirty (30) days after District shall have received notification by registered mail from the insurance carrier.

Nothing herein contained shall be construed as limiting the liability of Contractor. District shall be named as an additional insured in the policies.

22. Protection of Property. Contractor shall use suitable precautions to prevent damage to any public or private property and shall not remove any monuments or property markers until directed to do so. Contractor shall take every necessary precaution against injury or damage in any part of the work or Project by action of the elements or from any other cause whatsoever.

Contractor shall rebuild, repair, restore and make good, at his expense, all injuries, or damages to any portion of the work occasioned by any of the above caused before completion and acceptance of the Project as provided in this Agreement.

23. Nonpayment of Wages. If Contractor or any subcontractor fails to pay any laborer or mechanic employed or working on the Project any of the wages required by this Contract, District may, after written notice to Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

24. Worker's Compensation. Pursuant to the requirements of Section 1860 of the Labor Code of the State of California, Contractor will be required to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California. By execution of this Agreement, Contractor does hereby certify as follows: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Work's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Contract".

25. Wage Rates: Penalty. Not less than the general prevailing per diem wage rates and rates for overtime and holidays for the Santa Maria locality as determined by the Director of Industrial Relations, State of California, pursuant to California Labor Code Sections, 1770, 1773, and 1773.1, shall be paid to workmen employed on the Project under the Contract. Contractor is subject to and shall comply with the provisions of Section 1775 of the Labor Code of the State of California. Contractor shall forfeit to District not more than Fifty Dollars (\$50.00) (as determined by the Labor Commission) for each calendar day or portion thereof for each worker paid less than the said prevailing rates for such work or craft in which such worker is employed or for work done under the contract or by any subcontractor. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor. Contractor is responsible for ascertaining and complying with all changes in rates subsequent to the submission of the bid proposal of Contractor to District.

26. Employment of Apprentices. Contractor's attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning the employment of apprentices by Contractor or any subcontractor under him on public works projects.

Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

27. Hours of Labor. In accordance with the provisions of Articles 1 and 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, eight (8) hours labor shall constitute a legal day's work, and no worker in the employ of Contractor or any subcontractor doing or contracting to do any part of the work contemplated by this Contract shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours during any one calendar week, except as provided in Section 1815 of the Labor Code. Contractor and each subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed on work contemplated by this Contract, and Contractor shall forfeit, as a penalty to District, the sum of Twenty-five Dollars (\$25.00) for each worker employed in execution of this Contract by him or by any subcontractor for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of provisions of said Article 3, Chapter 1, Part 7, Division 2 (Section 1810 et seq.) of the Labor Code.

28. Existing Utility Facilities (Government Code Section 4215). As between Contractor and District only, District assumes the responsibility for the removal, relocation or protection of existing main or trunk line utility facilities located on the site of the work, if such utilities are not identified in the plans or specifications made a part of the invitation for bids.

Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay is caused by failure of District or a utility owner to provide for removal or relocation of such exiting utility facilities; provided, however, that if facilities are encountered but are not identified by District in the Contract plans or specifications, he shall immediately notify District in writing. If Contractor shall fail to so notify District, he may be assessed liquidated damages as set forth in the Contract Documents for any delay in completion of the work caused by such utility facilities on the basis of one (1) day for each day Contractor shall permit to elapse between discovery of such utility facilities and such written notification to District thereof.

Nothing herein shall require District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the site of the construction project.

Should any utility facility identified in the plans or specifications, or otherwise described in the immediately preceding paragraph, be damaged by Contractor, Contractor shall promptly restore the damaged utility to its original condition at his expense.

29. General. Time is of the essence of this Contract. This Agreement and the Contract Documents contain all the agreements and conditions made between the parties and may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in full force and effect and shall in no way be invalidated thereby.

Captions herein are for convenience of reference only and shall not govern the construction of this Agreement. Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and orders, including without limitation the rules and regulations of the Santa Maria Public Airport District governing the use and occupancy of the Santa Maria Public Airport.

30. Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code Section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) calendar days to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to District, forfeit the sum of Twenty-five Dollars (\$25.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is with Contractor. District may withhold other amounts due to the request of the Division of Labor Standards or other agency having jurisdiction.

31. Labor Discrimination. No discrimination shall be made in the employment of persons on the work by Contractor or by any subcontractor because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex except as provided by Section 12940 of the Government Code.

32. Attorneys' Fees. In the event that any action or arbitration is brought by either party against the other party for the enforcement or declaration of any right or remedies in or under this Agreement or for the breach of any covenant or condition of this Agreement, the prevailing party shall be entitled to recover, and the other party agrees to pay all fees and costs to be fixed by the court or arbitrator therein including, but not limited to attorneys' fees.

33. Notice to Proceed. No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a written notice to proceed has been given Contractor by District.

34. Claims. Contractor shall not make or have any claim for damages or anticipated profits or loss of profits or otherwise because of any difference between the quantities of work actually done and material furnished and those stated in any unit price items of the bidding sheet(s).

35. Hazardous Materials. Contractor specifically agrees that all materials used by Contractor for which a Material Safety Data Sheet is required, or otherwise referenced or listed on Attachment 3, will be stored, used and disposed of, together with any contaminated by-products or such use, in strict compliance with the applicable Material reasonable time adequate records of material stored, used, or disposed of, including but not limited to Material Safety Data Sheets and Uniform Hazardous Waste Manifests.

36. Contracts Involving Digging Trenches or Other Excavations (Public Contract Code -Section 7104). The contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

(a) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the District and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

37. Contractor's License. Contractor warrants that it is a general contractor or roofing contractor licensed in California to do the proposed work. Contractor's license number is \_\_\_\_\_, type \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Dated:

District:

Approved as to content for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

\_\_\_\_\_  
Martin Pehl, General Manager

By \_\_\_\_\_  
Ignacio Moreno, President

Approved as to form for District:

\_\_\_\_\_  
District Counsel

By \_\_\_\_\_  
David Baskett Secretary

(District Seal)

Contractor:

\_\_\_\_\_

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

(Corporate Seal if a corporation)

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

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "District", has awarded to \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "Contractor", a contract for the following described work or construction at the Santa Maria Public Airport in the City of Santa Maria, California:

\_\_\_\_\_

WHEREAS, Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof:

NOW, THEREFORE, we, the undersigned Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be paid to District for which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well, truly and faithfully keep and perform all undertakings, covenants, terms, conditions and agreements in the said contract and any alterations or modifications thereof on Contractor's part to be kept and performed at the time and in the manner therein specified, and shall fully indemnify and save harmless District from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay District all outlay and expense which District may incur in making good any default, and shall indemnify and save harmless District, its officers and agents, as provided in said contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event District prevails in an action brought by District upon this bond, Surety will pay reasonable attorney's fee to be fixed by the court.

Attachment 1

PROVIDED, undersigned Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work to be performed thereunder or the specifications referred to therein shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, we have duly executed this bond this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SURETY

PRINCIPAL

\_\_\_\_\_  
By \_\_\_\_\_  
Its Attorney in Fact

\_\_\_\_\_

\_\_\_\_\_  
Address of Surety

\_\_\_\_\_  
Address of Principal

Signatures of Principal and Surety must be acknowledged by a Notary Public.

Attachment 1

Bond No. \_\_\_\_\_

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, SANTA MARIA PUBLIC AIRPORT DISTRICT, hereinafter referred to as "District", has awarded to \_\_\_\_\_, hereinafter referred to as "Contractor", a contract for the following described work or construction at the Santa Maria Public Airport in the City of Santa Maria, California:

\_\_\_\_\_

WHEREAS, Contractor is required to furnish a bond in connection with said contract to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we, the undersigned Contractor, as principal, and \_\_\_\_\_ hereinafter referred to as "Surety", as surety, are held and firmly bound unto District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Contractor, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract, or any amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of Contractor and his subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in section 3181 of the California Civil Code as to give a right of action to such persons or their assigns in any suit brought upon this bond.



Attachment 2

PROVIDED, undersigned Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work to be performed thereunder or the specifications referred to therein shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, change orders, or additions to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, we have duly executed this bond this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SURETY

PRINCIPAL

\_\_\_\_\_

By \_\_\_\_\_  
It's Attorney in Fact

\_\_\_\_\_

\_\_\_\_\_

Address of Surety

\_\_\_\_\_

\_\_\_\_\_  
Address of Principal

Signatures of Principal and Surety must be acknowledged by a Notary Public.

## **HAZARDOUS MATERIAL**

### Definitions

#### **A. HAZARDOUS MATERIAL**

Hazardous Material means any substance:

(i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

(ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

(iv) the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or

(v) the presence of which on adjacent properties could constitute a trespass by; or

(vi) without limitation which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(vii) without limitation which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or

(viii) without limitation radon gas.

#### **B. ENVIRONMENTAL REQUIREMENTS**

Environmental Requirements means all applicable present and future statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation.

1. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of "Hazardous Materials", chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

2. All requirements pertaining to the protection of the health and safety of employees or the public.

### C. ENVIRONMENTAL DAMAGES

Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) encumbrances, liens, costs, and expenses of investigation and defense of any claims, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of "Hazardous Materials" upon, about, beneath the Airport or migrating or threatening to migrate to or from the Airport, or the existence of a violation of "Environmental Requirements" pertaining to the Airport, as a result of Contractor's performance or attempted performance of the Contract or presence on the Airport, and including without limitation:

1. Damages for personal injury, or injury to property or natural resources occurring upon or off the Airport, (foreseeable or unforeseeable), including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;
2. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such "Hazardous Materials" or violation of "Environmental Requirements" including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or reasonably necessary to make full economic use of the Airport or any other property or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
3. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph 2 herein;
4. Diminution in the value of the Airport, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Airport.

**VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL  
TO LABOR COMMISSIONER**

I am the \_\_\_\_\_ for \_\_\_\_\_  
(Project Manager) (Contractor)

In connection with Roof Replacements for the Administration District Office and Fire Station at 3217 & 3339 Terminal Drive.

1. This Verification is submitted to Santa Maria Public Airport District concurrently with the Contractor’s submittal of an Application for Progress Payment to the District, identified as Application for Progress Payment No. \_\_\_\_\_ (“the Pay Application”).
2. The Pay Application requests the District’s disbursement of a Progress Payment for the value of Work performed between \_\_\_\_\_, 2023 and \_\_\_\_\_, 2023.
3. The Contractor has submitted Certified Payroll Records (“CPR”) to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period covered by the Pay Application.
4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all their employees performing Work subject to prevailing wage rate requirements for the period covered by the Pay Application.
5. I have reviewed the Contractor’s CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period covered by the Pay Application.
6. I have reviewed the Subcontractors’ CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the \_\_\_\_ day of \_\_\_\_\_, 2023 at \_\_\_\_\_.  
(City and State)

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

\_\_\_\_\_  
(Typed or Printed Name)

**SPECIAL PROVISIONS  
AND  
TECHNICAL SPECIFICATIONS**

**INFORMATION TO CONTRACTOR**

**STATE STANDARD SPECIFICATIONS**

Some portions of the technical specifications of this contract may make use of the State Standard Specifications for the Department of Transportation (Caltrans) dated July 1992. These shall be used (when referenced) for the technical aspects of the project only.

**CITY OF SANTA MARIA STANDARD SPECIFICATIONS**

Where City Specifications are referred to, they shall mean the “City of Santa Maria Standard Specifications and Drawings” as latest revised. These shall be used (when referenced) for the technical aspects of the project only.

**COUNTY OF SANTA BARBARA STANDARD SPECIFICATIONS**

Where County Specifications are referred to, they shall mean the “County of Santa Barbara Standard Specifications and Drawings” as latest revised. These shall be used (when referenced) for the technical aspects of the project only.

# General Specifications

## 1. Mobilization

The Contractor shall mobilize his forces (personnel and equipment) as necessary to commence work on this project.

## 2. Public Safety.

The Contractor shall always concern himself with public safety during this contract. Work areas shall be clearly identified and delineated. Public access through the project (if required) shall be by a means of well-established and delineated corridors. Materials shall be stockpiled in such a manner as to assure no hazard to the public. Tools and equipment shall be likewise kept locked and out of reach. Work areas shall be kept free of garbage and other waste.

## 3. Traffic Control.

Contractor shall be responsible for traffic control and access to adjoining properties around the project site. Contractor shall notify and coordinate with all adjoining property owner and tenants to ensure access during construction.

## 4. Construction Schedule.

The Contractor is responsible for preparing, amending, implementing, and complying with a construction schedule for his work on this project. Initial schedule shall be submitted at time of award of contract and shall be amended as necessary if progress varies significantly from the schedule and at a minimum, every four weeks.

Work on the site shall occur between the hours of 7:00 A.M. to 7:00 P.M., Monday through Friday. Work outside these hours shall occur only with the prior written approval of the Airport Maintenance Supervisor.

## 5. Permits

The Contractor shall acquire and comply with the terms of all necessary permits on behalf of the Airport District to complete the work of this project. The District shall pay all fees associated with any required permits directly to the agency/utility requiring the permit.

## 6. Dust and Erosion Control.

The Contractor shall comply with all City and County requirements for dust control.

Contractor shall provide adequate personnel and equipment as necessary to abate all dust, which results from either his operation or created by a portion of the work of this project. Dust control measures shall be in effect during the entire length of this contract including weekends and holidays. Contractor shall designate a contact person responsible for responding to any calls regarding dust issues and implementing dust control measures.

## 7. Construction Water.

Construction water to facilitate operations for this project is not available from property owners. The Contractor is required to secure his own source of water (at his own expense) as necessary to fully comply with dust control measures and construction requirements.

#### 8. Construction Clean-up.

The Contractor is responsible for leaving the project areas in suitable condition for public use. It is imperative that all contractor work, pavement, stockpile, storage, and equipment areas be completely clean and free of foreign material, gravel, aggregate base, broken asphalt, pipe, hardware, packaging material and concrete when the work is complete. All said material shall be picked up and removed from the site and not scattered. All removals from the site shall be done so in a legal manner. Contractor is responsible for all costs associated with loading, hauling, and dumping, including required fees.

#### 9. Utility Coordination

The Contractor is required to coordinate his activities with all public and private utility companies that may have an interest in the project. This coordination effort applies to scheduling inspections by the respective utilities. Additionally, the Contractor is responsible for coordinating any necessary service interruptions and/or temporary disconnections or relocations of utilities as necessary to minimize disruptions. Any possible interruption of services to adjacent residents requires notification of the Airport Maintenance Supervisor prior to their occurrence.

#### 10. Miscellaneous.

All items, which are shown on the plans or identified in the specification or implied thereby, or incidental to any of the described bid items, even though not specifically called out in a particular item shall be included as a part of this bid item.

##### B. MEASUREMENT

Measurement of this item shall be on a job lot basis for acceptably performing all the work in accordance with the Plans and these Specifications. Measurement shall be proportional to the amount of work completed.

##### C. PAYMENT

Payment for this item shall be at the contract lump sum price for **Roof Installation** acceptably performed in accordance with the plans and these specifications. Such payment shall be full compensation for all labor, materials, tools, and equipment necessary to complete this item of work.

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## **SCHEDULE OF DRAWINGS**

- T-1 Title Sheet, Site Plan, Vicinity Map, Airport Map, General Notes & Project Description
- A-1 Existing Roof Plan, Re-Roof Plan, Section Details, Photo
- A-2 Photos

# RE-ROOF HANGAR ROW 3001

3001 CARPARK DRIVE  
SANTA MARIA PUBLIC AIRPORT  
SANTA MARIA CA 93455

Documents Prepared By:

**ARCHITECT**

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**SECTION 01 02 50**  
**PAYMENT, MODIFICATION, AND COMPLETION PROCEDURES**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section Includes:
  - 1. Payment procedures.
  - 2. Modification procedures.
  - 3. Completion procedures.
  
- B. Related Requirements Specified Elsewhere in the Project Manual:
  - 1. Progress payment dates and time limits.
  - 2. Retainage.

1.2 CONTRACT CONDITIONS

- A. See the conditions of the contract for additional requirements.
  
- B. No payment will be made for materials or equipment stored off site.
  
- C. Payments may be withheld if the Contractor fails to make dated submittals within the time periods specified or supplies materials to the site that do not match the approved submittal.

1.3 DEFINITIONS

- A. Change Proposal Request: Any written request from the Owner or Architect to the Contractor for a quotation, price, or breakdown on a change proposed but not ordered.
  
- B. Final Completion: The stage at which all incomplete and incorrect work has been completed or corrected in accordance with the contract documents.
  
- C. List of Incomplete Work: A comprehensive list of items to be completed or corrected, prepared by the Contractor for the purpose of obtaining certification of substantial completion. This list is also referred to as a "punchlist." The ARCHITECT or Owner may add to this list as other items become apparent prior to Final Completion.
  
- D. Modifications: Written amendments to the contract signed by both the Owner and the Contractor, change orders, construction change directives, and written orders for a minor change in the work issued by the Architect.
  
- E. Substantial Completion: The time at which the work, or a portion of the work which the Owner agrees to accept separately, is sufficiently complete in accordance with the contract documents so that the Owner can occupy or use the work for its intended purpose.
  
- F. Time and Material Work: Work which will be paid for on the basis of the actual cost of the work, including materials, labor, equipment, and other costs as defined elsewhere, as

documented by detailed records. This basis is also referred to using the terms "cost-plus," "cost of the work," "force account," and similar terms.

#### 1.4 SUBMITTALS

- A. Applications for Progress Payments: Submit sufficiently in advance of date established for the progress payment to allow for the processing indicated.
- B. Submit 2 copies of the Schedule of values 14 days after execution of the Contract. Obtain ARCHITECT review signature on one returned copy.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 - EXECUTION**

#### 3.1 APPLICATIONS FOR PAYMENT

- A. Application for Payment Forms: Use AIA original current editions of G702, Application and Certificate for Payment, and AIA G703, Continuation Sheet.
- B. Preparation of Applications for Payment: Complete form entirely.
  - 1. Make current application consistent with previous applications, certificates for payment, and payments made.
  - 2. Base application on current schedule of values and Contractor's construction schedule.
  - 3. Include amounts of modifications issued before the end of the construction period covered by the application.
  - 4. Include signature by person authorized by the Contractor to sign legal documents.
  - 5. Notarize each copy.
  - 6. Submit in 3 copies.
  - 7. Attach waivers of lien.
  - 8. Attach revised schedule of values, if changes have occurred, unless application forms already show entire schedule of values.
- C. Provide the following information with every application for payment which involves work completed on a time and material basis:
  - 1. Detailed records of work done, including:
    - a. Dates and times work was performed, and by whom.
    - b. Time records and wage rates paid and signature endorsed by the ARCHITECT as work progressed.
    - c. Invoices and receipts for products.
  - 2. Provide similar detailed records for subcontracts.
- D. Transmit application for payment with a transmittal form itemizing supporting documents attached.
  - 1. Transmit to the Architect.

### 3.2 WAIVERS OF LIEN

- A. Submit, with each application for payment, waivers of lien from every entity who performed work during the period covered by the previous application for payment, and who may be legally entitled to file a mechanic's or other lien against the work.
- B. Waiver of Lien Forms: Use forms acceptable to the ARCHITECT.

### 3.3 FIRST PAYMENT PROCEDURE

- A. The first application for payment will not be reviewed until the following submittals have been received:
  - 1. Certificates of insurance.
  - 2. Performance and payment bonds.
  - 3. Schedule of values.
  - 4. List of subContractors, principal suppliers, and fabricators.
  - 5. Contractor's construction schedule.
  - 6. Submittal schedule.
  - 7. Schedule of products.
  - 8. Names of the Contractor's principal staff assigned to the project.
  - 9. Copies of building permit and other authorizations from governing authorities.
  - 10. First progress report.
  - 11. All submittals specified to occur prior to first application for payment or prior to first payment.

### 3.4 PROGRESS PAYMENT PROCEDURE

- A. The application for payment will not be reviewed until the following submittals have been received:
  - 1. Schedule of values.
  - 2. Contractor's construction schedule.
  - 3. Progress report.
  - 4. Updated Project Schedule
  - 5. Lien releases

### 3.5 MODIFICATION PROCEDURES

- A. Designate a single individual authorized to receive change documents and who will be responsible for informing others of changes to the work.
- B. Changes in cost resulting from modifications shall include only those costs specified elsewhere in the contract documents.
- C. When requested in writing, the Contractor shall provide sufficient information for evaluation of proposed changes within 10 days or shorter period so as to cause no delay in the work.

- D. Provide the following information for every change proposal request:
1. The amount of change in the contract sum, if any.
  2. The amount of change in the contract time, if any, with explanation.
  3. Cost breakdown, using schedule of values line items, separated into material and labor costs, additions and deletions, and with overhead and profit handled in the same manner as specified for the schedule of values.
  4. The period of time within which the proposed changes in contract sum or time will be valid.
  5. A statement describing the effect the change may have on the work of other prime Contractors.
  6. Upon request, provide the following information:
    - a. Quantities and unit costs of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
- E. When changes are performed on a time and material basis, identify the applicable modification on the application for payment.
- F. Provide the following information with every claim for additional costs:
1. Origin and date of claim.
  2. Detailed records as specified for time and material work.
- G. The Contractor may propose changes.
1. Do not use change order form.
  2. Provide the information required for change proposal requests.
  3. Describe reasons for change.
  4. Document proposed substitutions as specified elsewhere.

### 3.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Request for inspection and application for payment may coincide.
- B. The Architect will perform one inspection for substantial completion, upon request of the Contractor.
1. If the Architect is unable to issue the certificate of substantial completion because the work is not considered to be substantially complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Architect's services and expenses.
  2. When issuance of several certificates of substantial completion for portions of the work is authorized by the Owner, the above provisions apply separately to each separate portion.
- C. Submit the following with application for payment following substantial completion:
1. Contractor's affidavit of release of liens.
  2. Request for reduction or release of retainage.
  3. Consent of surety to reduction in or partial release of retainage.
  4. Final list of incomplete work.
  5. Other data required by the contract documents.

### 3.5 FINAL COMPLETION PROCEDURES

- A. Request for final inspection and final application for payment may coincide.
  - 1. The punchlist may be amended at this time.
  
- B. The Architect will perform one inspection for final completion, upon request of the Contractor.
  - 1. Submit the following with request for inspection:
    - a. Previous inspection lists indicating completion of all items.
    - b. If any items cannot be completed, obtain prior approval of such delay.
  - 2. If the Architect is unable to issue the certificate for final payment because the work is not complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Architect's services and expenses.
  
- C. Do not submit request for final inspection until the following activities have been completed:
  - 1. Completion of all work, except those items agreed upon by the Owner.
  - 2. Final cleaning.
  - 3. All activities specified to occur between substantial completion and final completion.
  
- D. Do not submit request for final inspection until the following submittals have been completed:
  - 1. Operation and maintenance data.
  - 2. Demonstration reports.
  - 3. Project record documents.
  - 4. All other outstanding specified submittals.
  - 5. Final inspection and permit sign off by City regulatory agency.
  
- E. Submit the following with the final application for payment:
  - 1. Certified copy of the previous list of items to be completed or corrected, stating that each has been completed or otherwise resolved for acceptance.
  - 2. Updated final statement, accounting for final changes to the contract sum.
  - 3. Consent of surety to final payment.
  - 4. Final liquidated damages statement.
  - 5. Certification that financial obligations to governing authorities and public utilities have been fulfilled.
  - 6. Description of unsettled claims.
  - 5. Certificates of insurance for all coverages specified to commence at final completion.
  - 6. Other data required by the contract documents.

**END OF SECTION 01 02 50**

## SECTION 01 03 50 REQUEST FOR INFORMATION

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. Work Included in This Section: Procedures to be followed by Contractor upon discovery of apparent errors, conflicts, or omissions in the Contract Documents, or upon having questions concerning interpretation.

#### 1.02 PROCEDURES

- A. Notification by the Contractor:
  - 1. Submit requests for clarification or additional information in writing to the Architect using the Request for Information (RFI) form attached to this section.
  - 2. Number RFIs sequentially. Unless Architect directs otherwise, follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be 001. The Second would be 002. First resubmittal of RFI 002 would be 002A.
  - 3. Limit each RFI to one subject. Include a reference to a drawing sheet or specification section when applicable.
  - 4. Submit RFIs if one of the following conditions occur:
    - a. Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.
    - b. Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or is not reasonably inferred from the intent of the Contract Documents.
    - c. Contractor discovers what appears to be an omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.
  - 5. RFIs will not be recognized or accepted if, in the opinion of the Architect, one of the following conditions exist:
    - a. Contractor submits the RFI as a request for substitution.
    - b. Contractor submits the RFI as a submittal.
    - c. Contractor submits the RFI under the pretense of a discrepancy or omission in the Contract Documents without a thorough review of the Contract Documents.
    - d. Contractor submits the RFI in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than in their entirety.



- e. Contractor submits an RFI in an untimely manner without proper coordination and scheduling of Work or related trades.
  6. Ask for clarification or request information immediately upon discovery. Submit RFIs in a reasonable time frame so as not to effect the Contract Schedule while allowing the full response time described below.
- B. Response Time:
  1. Architect, whose decision will be final and conclusive, shall resolve such questions and issue instructions to the Contractor within a reasonable time frame. In most cases, RFIs will receive a response within 7 days. In some cases time may need to be longer for complex issues or shortened for emergency situations, as mutually agreed between Architect and Contractor.
  2. Should Contractor proceed with the Work affected before receipt of a response from Architect, within the response times described above or as agreed, any portion of the Work which is not performed in accordance with the Architect's interpretations, clarifications, instructions, or decisions is subject to removal or replacement, and Contractor shall be responsible for all resultant losses and costs.
- C. Failure to Agree: In event of failure to agree as to the scope of the Contract requirements, Contractor shall follow procedures set forth in the General Conditions.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

**END OF SECTION**

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# RFI Request for Information Form

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TO: \_\_\_\_\_  
\_\_\_\_\_

RFI Number: \_\_\_\_\_

Date: \_\_\_\_\_

Project: \_\_\_\_\_

**Please provide the following information:**

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Possible Cost impact: \_\_\_\_\_ Possible Time Impact: \_\_\_\_\_

Your reply is needed by: \_\_\_\_\_ Attachments: \_\_\_\_\_

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

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**Architects Response:**

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

Date: \_\_\_\_\_

## SECTION 01 04 50 CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.01 DESCRIPTION OF REQUIREMENTS

- A. Definition: "Cutting and patching" includes cutting into existing construction, or the removal of existing materials or finishes, to provide for the installation or performance of other Work. It also includes the subsequent fitting, patching, and restoration or removal required to restore surfaces to their original condition.
- B. Refer to other sections of the Specifications for specific requirements and limitations.

#### 1.02 SUBMITTALS

- A. Procedural Proposal for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposed procedures for this Work well in advance of the time Work will be performed and request approval to proceed.
  - 1. Where cutting and patching of structural Work involves the addition of reinforcement, submit details and calculations, both of which have been prepared by, and signed and sealed by, a structural engineer currently licensed in the State of California, to show how that reinforcement is integrated with the original structure to satisfy requirements.
  - 2. Approval by Architect to proceed with cutting and patching Work does not waive Architect's right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.

#### 1.03 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural Work in a manner that would reduce its load-carrying capacity or load-deflection ratio. Obtain approval from Architect before cutting structural Work.
- B. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or would result in increased maintenance, or decreased operational life or safety. Obtain approval from Architect before cutting operational or safety elements.
- C. Visual Requirements: Do not cut and patch Work exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities, or would result in visual evidence of cutting and patching. Obtain approval before cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner as judged by Architect.

- D. Requirements for the Removal of Existing Materials, Equipment, and Finishes: When materials, equipment, and finishes are indicated for removal in the Contract Documents, removal shall include adhesives, hardware, fasteners, brackets, moldings, fabrics, and other miscellaneous items associated therewith.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS**

- A. For removal, use materials necessary to accomplish the type and extent of removal indicated, and that are in compliance with applicable codes and regulations.
- B. For patching, use materials that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible. Use materials that will equal or surpass the existing materials.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Before cutting, examine the surfaces to be cut and patched and the conditions under which cutting and patching are to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action.

### **3.02 PREPARATION**

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that may be exposed during cutting and patching operations.
  - 1. Prevent interference with use of adjoining areas or interruption of free passage to adjoining areas.
  - 2. Take all precautions necessary to avoid cutting existing pipe, conduit, ductwork, or equipment that is to remain, or that is to be relocated or removed later after provisions for bypassing them have been made.

### **3.03 PERFORMANCE**

- A. General: Employ skilled workers to perform cutting, removal, and patching. Proceed with cutting, removal, and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction.
1. Where cutting is required use hand or small power tools designed for drilling, sawing, or grinding, not hammering and chopping, and as approved by Architect. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
  2. Do not use jack hammers unless permitted by Architect.
  3. Bypass utilities before cutting where it is necessary to maintain services in operation.
  4. Cut exploratory holes to allow inspection before removing entire area to avoid damage.
  5. If approved by Architect, cut concrete and masonry using a cutting machine such as a diamond or carborundum saw.
  6. Cut materials, wherever possible, to nearest existing joint or border. Sawcut concrete site pavements and walks at nearest score joint.
- D. Removal: Remove existing adhesives, hardware, brackets, moldings, fabrics, and other miscellaneous items associated with materials, equipment, and finishes indicated to be removed. The condition of the resultant surface or substrate shall be such that the indicated Work of the Contract can be correctly and properly installed.
- E. Patching: Patch with seams which are durable and as invisible as possible.
1. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner which will eliminate evidence of patching and refinishing.
  2. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.
  3. Where surface or finish materials have been removed, provide a smooth, clean substrate or wall or ceiling surface, free of adhesives or imperfections, ready for application of new Work.

### 3.04 CLEANING

- A. Thoroughly clean areas and spaces where cutting, removal, and patching is performed or used as access.

**END OF SECTION 01 04 50**

## SECTION 01 06 00 REGULATORY REQUIREMENTS

### PART 1 – GENERAL

#### 1.01 GENERAL

- A. The Work shall be performed in accordance with Applicable Code Requirements and applicable requirements of all other regulatory agencies, including, but not limited to, the following:
1. California and Federal Occupational Safety and Health Act.
  2. 2021 California Building Code
  3. Part 3, California Electrical Code  
(National Electrical Code with California Amendments.)
  4. Part 4, California Mechanical Code  
(Uniform Mechanical Code with California Amendments.)
  5. Part 5, California Plumbing Code  
(Uniform Plumbing Code with California Amendments.)
  6. Part 9, California Fire Code  
(Uniform Fire Code with California Amendments.)
  7. Part 12, State Referenced Standards Code.
  8. California Health and Safety Code.
  9. National Fire Protection Association (NFPA):
    - a. "Life Safety Code", NFPA 101, 1985 Edition.
  10. Air Pollution Control District of Santa Barbara County.
  11. Federal Americans With Disabilities Act, Title II, Subtitle A.
  12. Other codes or Agency requirements listed in individual sections of the Specifications or elsewhere in the Contract Documents.
  13. City of Santa Maria and County of Santa Barbara Regulations

#### 1.02 ASBESTOS ABATEMENT

Santa Barbara County Air Quality Management requirements regulating asbestos abatement.

#### 1.03 PUBLICATION DATES

- A. Unless otherwise specified, specific references to codes, regulations, standards, manufacturers' instructions, or requirements of regulatory agencies, when used to specify requirements for materials or design elements, shall mean the latest edition of each in effect at the date of submission of bids, or the date of the Change Order or Field Order, as applicable.

#### 1.04 CONFLICTS

- A. If a conflict exists between referenced regulatory requirements or between referenced regulatory requirements and the Contract Documents, Contractor shall notify Owner's Representative and request that the conflict be resolved.

#### 1.05 COPIES OF STANDARDS

- A. Each entity performing Work on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed for proper performance of the Work, the Contractor shall obtain copies directly from the publication source.

**END OF SECTION**

## SECTION 01 20 00 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Conservation.
  - 3. Administrative and supervisory personnel.
  - 4. Project meetings.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
  - 2. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

#### 1.2 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

### 1.3 SUBMITTALS

- A. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

### 1.4 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

### 1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.



2. Agenda: Architect will prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Architect will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within 2 days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Critical work sequencing.
    - c. Designation of responsible personnel.
    - d. Procedures for processing field decisions and Change Orders.
    - e. Procedures for processing Applications for Payment.
    - f. Distribution of the Contract Documents.
    - g. Submittal procedures.
    - h. Preparation of Record Documents.
    - i. Use of the premises.
    - j. Parking availability.
    - k. Office, work, and storage areas.
    - l. Equipment deliveries and priorities.
    - m. First aid.
    - n. Security.
    - o. Progress cleaning.
    - p. Working hours.

- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Related Change Orders.
    - c. Deliveries.
    - d. Submittals.
    - e. Possible conflicts.
    - f. Compatibility problems.
    - g. Time schedules.
    - h. Weather limitations.
    - i. Manufacturer's written recommendations.
    - j. Compatibility of materials.
    - k. Acceptability of substrates.
    - l. Space and access limitations.
    - m. Testing and inspecting requirements.
    - n. Protection of construction and personnel.
  3. Record significant conference discussions, agreements, and disagreements.
  4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Temporary facilities and controls.
  - 7) Hazards and risks.
  - 8) Progress cleaning.
  - 9) Quality and work standards.
  - 10) Change Orders.
  - 11) Documentation of information for payment requests.
- 3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 20 00**

## SECTION 01 30 00 SUBMITTALS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Preparing and processing of submittals for review and action.
- B. Submit the following to the Construction Manager for the Architect's review and action:
  - 1. Shop drawings.
  - 2. Product data.
  - 3. Samples.
- C. Do not commence work which requires review of any submittals until receipt of returned submittals with an acceptable action by the Architect.
- D. Submit all submittals to the Construction Manager (CM)
- E. Do not include requests for substitution (either direct or indirect) on submittals; comply with procedures for substitutions specified elsewhere.
  - 1. Contract closeout submittals:
    - a. Project record documents.

#### 1.2 DEFINITIONS

- A. "Shop drawings" are drawings and other data prepared, by the entity who is to do the work, specifically to show a portion of the work.
  - 1. Shop drawings also include:
    - a. Product data specifically prepared for this project.
- B. "Product data submittals" are standard printed data which show or otherwise describe a product or system, or some other portion of the work.
  - 1. Product data submittals also include:
    - a. Selection data showing standard colors.
- C. "Samples" are actual examples of the products or work to be installed.

#### 1.3 FORM OF SUBMITTALS

- A. Sheets Larger Than 8-1/2 by 14 Inches:
  - 1. Maximum sheet size: 36 by 48 inches.
    - a. Exception: Full size pattern or template drawings.
  - 2. Number of copies: 3
- B. Small Sheets or Pages:
  - 1. Minimum sheet size: 8-1/2 by 11 inches.
  - 2. Maximum sheet size for opaque copies: 8-1/2 by 14 inches.

3. Number of copies:
  - a. Opaque copies:
    1. For review: 3 copies.
      - a. 1 copies will be retained.
    2. Informational submittals: 5copies.
- C. Samples: 3 sets. of each.
  1. 2 sets. will be returned.
- D. If additional sets are needed by other entities involved in work represented by the samples, submit with original submittal.
- E. Copies in excess of the number requested will not be returned.
- F. Provide additional copies for project record documents.

#### 1.4 COORDINATION OF SUBMITTALS

- A. Coordinate submittals and activities that must be performed in sequence, so that the Architect has enough information to properly review the submittals.
- B. Coordinate submittals of different types for the same product or system so that the architect has enough information to properly review each submittal.

### **PART 2 - PRODUCTS (NOT USED)**

### **PART 3 – EXECUTION**

#### 3.1 TIMING OF SUBMITTALS

- A. Transmit each submittal at or before the time indicated on the approved schedule of submittals.
  1. Prepare and submit for approval a schedule showing the required dates of submittal of all submittals. Submit this at preconstruction meeting.
  2. Organize the schedule by the applicable specification section number.
- B. Deliver each submittal requiring approval in time to allow for adequate review and processing time, including resubmittals if necessary; failure of the contractor in this respect will not be considered as grounds for an extension of the contract time.
- C. If a submittal must be processed within a certain time in order to maintain the progress of the work, state so clearly on the submittal.
- D. Allow a minimum of 7 business days. for the first processing of each submittal. Allow more time when submittals must be coordinated with later submittals.

- E. Allow a minimum of 5 business days for processing of resubmittals.
- F. If a submittal must be delayed for coordination with other submittals not yet submitted, the Construction Manager may at his option either return the submittal with no action or notify the contractor of the other submittals which must be received before the submittal can be reviewed.

### 3.2 SUBMITTAL PROCEDURES – GENERAL

- A. Contractor Review: Sign each copy of each submittal certifying compliance with the requirements of the contract documents.
- B. Notify the Architect, in writing and at time of submittal, of all points upon which the submittal does not conform to the requirements of the contract documents, if any.
- C. Preparation of Submittals:
  - 1. Label each copy of each submittal, with the following information:
    - a. Project name.
    - b. Contractor's name and address.
    - c. Subcontractor's name and address.
    - d. Supplier's name and address.
    - e. Manufacturer's name.
    - f. Specification section where the submittal is specified.
- D. Transmittal of Submittals:
  - 1. Submittals will be accepted from the contractor only. Submittals received from other entities will be returned without review or action.
  - 2. Submittals received without a transmittal form will be returned without review or action.
  - 3. Transmittal form: Use a form acceptable to the Architect; provide space on form for:
    - g. Project name.
    - h. Submittal date.
    - i. Transmittal number.
    - j. Specification section number.
    - k. To:
    - l. From:
    - m. Contractor's name.
    - n. Subcontractor's and supplier's names.
    - o. Submittal type (shop drawing, product data, sample, informational submittal).
    - p. Description of submittal.
    - q. Action marking.
    - r. Comments.
  - 4. Fill out a separate transmittal form for each submittal; also include the following:
    - a. Other relevant information.
    - b. Requests for additional information.

### 3.3 SHOP DRAWINGS

- A. Content: Include the following information:
  - 1. Dimensions, at accurate scale.
  - 2. All field measurements that have been taken, at accurate scale.
  - 3. Names of specific products and materials used.
  - 4. Coordination requirements; show relationship to adjacent or critical work.
  - 5. Name of preparing firm.
  
- B. Preparation:
  - 1. Copies of standard printed documents are not acceptable as shop drawings.
  - 2. Identify as indicated for all submittals.
  - 3. Space for Architect's action marking shall be adjacent to the title block.

### 3.4 PRODUCT DATA

- A. When product data submittals are prepared specifically for this project (in the absence of standard printed information) submit such information as shop drawings and not as product data submittals.
  
- B. Content:
  - 1. Submit manufacturer's standard printed data sheets.
  - 2. Identify the particular product being submitted; submit only pertinent pages.
  - 3. Identify which options and accessories are applicable.
  - 4. Include recommendations for application and use.
  - 5. Identify dimensions which have been verified by field measurement.
  - 6. Show special coordination requirements for the product.

### 3.5 SAMPLES

- A. Samples:
  - 1. Provide samples that are the same as proposed product.
  - 2. Where unavoidable variations must be expected, submit "range" samples, minimum of 3 units, and describe or identify variations among units of each set.
  - 3. Where selection is required, provide full set of all options.
  
- B. Preparation:
  - 1. Attach a description to each sample.
  - 2. Attach name of manufacturer or source to each sample.
  - 3. Where selection is required, the first submittal may be a single set of all options; after return of submittal with selection indicated, submit standard number of sets of selected item.
  
- C. Keep final sample set(s) at the project site, available for use during progress of the work.

### 3.6 REVIEW OF SUBMITTALS

- A. Submittals for approval will be reviewed, marked with appropriate action by the Architect, and returned by the Construction Manager.
- B. Informational submittals: Submittals will be reviewed.

### 3.7 RETURN, RESUBMITTAL, AND DISTRIBUTION

- A. Submittals will be returned to the contractor by mail or hand delivered on site.
- B. Perform resubmittals in the same manner as original submittals; indicate all changes other than those requested by the Architect.
- C. Distribution:
  - 1. Distribute returned submittals to all subcontractors and suppliers involved in work covered by the submittal.
  - 2. Make extra copies for operation and maintenance data submittals, as required.

**END OF SECTION 01 30 00**





# SUBMITTAL TRANSMITTAL

Project: \_\_\_\_\_ Date: \_\_\_\_\_  
A/E Project Number: \_\_\_\_\_

**TRANSMITTAL A** To (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_ Submittal No. \_\_\_\_\_  
From (Subcontractor): \_\_\_\_\_ By: \_\_\_\_\_  Resubmission

Qty.	Reference / Number	Title / Description / Manufacturer	Spec. Section Title and Paragraph / Drawing Detail Reference

- |  |   |
|--|---|
| <input type="checkbox"/> Submitted for review and approval                 | <input type="checkbox"/> Substitution involved - Substitution request attached  |
| <input type="checkbox"/> Resubmitted for review and approval               | <input type="checkbox"/> If substitution involved, submission includes point-by-point comparative data or preliminary details |
| <input type="checkbox"/> Complies with contract requirements               | <input type="checkbox"/> Items included in submission will be ordered immediately upon receipt of approval                    |
| <input type="checkbox"/> Will be available to meet construction schedule   |   |
| <input type="checkbox"/> A/E review time included in construction schedule |   |
- Other remarks on above submission: \_\_\_\_\_  One copy retained by sender

**TRANSMITTAL B** To (A/E): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by Contractor: \_\_\_\_\_  
From (Contractor): \_\_\_\_\_ By: \_\_\_\_\_ Date Trnsmt'd by Contractor: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Approved          | <input type="checkbox"/> Revise / Resubmit   |
| <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Rejected / Resubmit |
- Other remarks on above submission: \_\_\_\_\_  One copy retained by sender

**TRANSMITTAL C** To (Contractor): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by A/E: \_\_\_\_\_  
From (A/E): \_\_\_\_\_  Other By: \_\_\_\_\_ Date Trnsmt'd by A/E: \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> Approved                     | <input type="checkbox"/> Provide file copy with corrections identified                         |
| <input type="checkbox"/> Approved as noted            | <input type="checkbox"/> Sepia copies only returned  |
| <input type="checkbox"/> Not subject to review        | <input type="checkbox"/> Point-by-point comparative data required to complete approval process |
| <input type="checkbox"/> No action required           | <input type="checkbox"/> Submission Incomplete / Resubmit                                      |
| <input type="checkbox"/> Revise / Resubmit            |  |
| <input type="checkbox"/> Rejected / Resubmit          |  |
| <input type="checkbox"/> Approved as noted / Resubmit |  |
- Other remarks on above submission: \_\_\_\_\_  One copy retained by sender

**TRANSMITTAL D** To (Subcontractor): \_\_\_\_\_ Attn: \_\_\_\_\_ Date Rec'd by Contractor: \_\_\_\_\_  
From (Contractor): \_\_\_\_\_ By: \_\_\_\_\_ Date Trnsmt'd by Contractor: \_\_\_\_\_

Copies:  Owner  Consultants  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  One copy retained by sender

## SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Support facilities include, but are not limited to, the following:
  - 1. Waste disposal facilities.
  - 2. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 3. Utilities
  - 4. Construction aids and miscellaneous services and facilities.
- C. Security and protection facilities include, but are not limited to, the following:
  - 1. Environmental protection.
  - 2. Barricades, warning signs, and lights.
  - 3. Fire protection.

#### 1.2 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable and shall be included in the Contract Sum.

#### 1.3 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.

#### 1.4 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
  - 1. Keep temporary services and facilities clean and neat.
  - 2. Relocate temporary services and facilities as required by progress of the Work.

### PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Construction Manager. Provide materials suitable for use intended.

## 2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- F. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where directed by DISTRICT.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. Sanitary Facilities: The use of the existing building toilet facilities is prohibited. Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Provide separate facilities for male and female personnel.
  - 3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
  - 4. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
- B. Electric Power Service: Use of existing electric power service will not be available. Use generators.
- C. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
  - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
  - 2. Provide warning signs at power outlets other than 110 to 120 V.
  - 3. Provide metal conduit enclosures or boxes for wiring devices.
- D. Telephone Service:
  - 1. Each superintendent and foreman is required to have a portable cellular telephone. The service is to include a messaging service.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Project Identification Sign: None.
- B. Temporary Signs: Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.
  - 1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated.
  - 2. Prepare temporary signs to provide directional information to construction personnel and visitors.
  - 3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
  - 4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.

- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
  - 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
  - 2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
  - 1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch- (16-mm-) thick exterior plywood.
- C. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses.
  - 1. Provide fire extinguisher, wall mounted on brackets, visible and accessible, with sign mounted above.
    - a. Field Offices: Class A stored-pressure water-type extinguishers.
    - b. Roof Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
    - c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
  - 2. Store combustible materials in containers in fire-safe locations.
  - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.

4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
5. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### 3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

### 3.6 CONTRACTORS ATTIRE AND IDENTIFICATION

- A. The Contractor will be working on an active public airport and with security measures in place by the Federal Government TSA. The Contractor will be briefed on TSA measures that may affect the Project site.
- B. In addition to TSA requirements all Contractors personnel on the project site shall wear shirts, vests or jackets that identify the roofing company by name and shall carry on their person some form of personal identification.

**END OF SECTION 01 50 00**

**SECTION 01 63 00**  
**PRODUCT OPTIONS AND SUBSTITUTIONS**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section Includes:
  - 1. General product requirements, including:
    - a. Product options.
    - b. Substitutions prior to bid
    - c. Procedures for substitution requests.

1.2 SUBMITTALS

- A. Schedule of Products: Submit for approval.
- B. Final Schedule of Products: Submit for project record.

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

3.1 PRODUCT OPTIONS

- A. It is the contractor's responsibility to select products which comply with the contract documents and which are compatible with one another, with existing work, and with products selected by other contractors.
  - 1. Where visual matching to an established physical sample is required, the architect's decision will be final.
- B. Do not use any substitute products which have not been approved in accordance with the requirements of the contract documents; formal substitution request is required.
- C. Where the specification is silent on whether substitutions will be considered, substitutions will not be considered.
- D. Definition of Substitute Product: Any product which does not meet the requirements of the contract documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitute.
- E. Product Options: Where products are specified using more than one method, such as description with a manufacturer list, use a product meeting the requirements of both specification methods.
- F. Products Specified by Description: Use any product meeting the specification.

- G. Products Specified to Match a Physical Sample: Use any product that matches; obtain the architect's approval.
- H. Products Specified by Listing a Brand Name Product as the "Basis of Design": Provide a product equivalent to the product specified within the limits of variation specified; submit substitution request for all products other than that listed as basis of design.
- I. Products Specified by Listing Brand Name(s) Accompanied by Language Indicating that Substitutions Are Not Allowed: Provide one of the products listed.
- J. Products Specified by Listing Brand Name(s) Accompanied by Language Indicating that Substitutions Are Allowed: Provide a product meeting the specification; submit substitution request for any brand-name product that is not listed.
- K. Products Specified by Listing Manufacturer(s) Accompanied by Language Indicating that Substitutions Are Not Allowed: Provide a product meeting the specification and made by one of the manufacturers listed.
- L. Products Specified by Listing Manufacturer(s) Accompanied by Language Specifically Indicating that Substitutions Are Allowed: Provide a product meeting the specification; submit substitution request for any manufacturer not listed.
- M. Language indicating that substitutions are not allowed includes:
  - 1. "Provide one of the following products."
  - 2. "Provide products made by one of the manufacturers listed."
  - 3. "Provide products complying with the contract documents and made by one of the following."
  - 4. "No substitutions."
  - 5. Other similar language.
- N. Language indicating that substitutions are allowed includes:
  - 1. Substitutions will be considered.
  - 2. "... will be among those considered acceptable."
  - 3. Other similar language.

### 3.2 SUBSTITUTIONS PRIOR TO BID

- A. Substitutions will only be considered up to 7 days prior to bid date. Subsequent requests after that date will be considered when, through no fault of the contractor, none of the specified products is available.
- B. If a substitution is accepted the contractor will be notified in writing and an addendum to the bid documents will be issued to all plan holders. Verbal acceptance will not be valid.
- C. Acceptable substitutions will be added to the contract documents by appropriate modification.



### 3.3 SUBSTITUTION PROCEDURE

- A. Submission of request for substitution shall constitute a representation by the contractor that he:
  - 1. Has investigated the proposed product and determined that it is equal to or better than the specified product. Absence of an explicit comparison will be grounds for rejection.
  - 2. Will provide the same warranty for the proposed product as for the specified product.
  - 3. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including:
    - a. Redesign.
    - b. Additional components and capacity required by other work affected by the change.
  - 4. Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
  - 5. Will reimburse the owner for additional costs for evaluation of the substitution request, redesign if required, and reapproval by authorities having jurisdiction if required.
- B. Substitutions will not be considered when acceptance would require substantial revision of the contract documents.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request.
- D. Substitution requests will not be considered when submitted directly by subcontractor or supplier or Manufacturer.
- E. Substitution Request Procedure: Submit written request with complete data substantiating compliance of the proposed product with the requirements of the contract documents.
  - 1. Submit request to the architect.
  - 2. Submit 3 copies of each request and accompanying data.
  - 3. Submit request accompanied by the transmittal form included in the project manual.
  - 4. Only one request for substitution will be considered for each product.
- F. Data Required with Substitution Request: Provide at least the following data:
  - 1. Identify product by specification section and paragraph number.
  - 2. Manufacturer's name and address, trade name and model number of product (if applicable), and name of fabricator or supplier (if applicable).
  - 3. Complete product data.
  - 4. An itemized comparison of the proposed product to the specified product. Comparison shall be a side by side listing of product qualities as specified in the specifications bound in this Manual as may be affected by the substitution. Omission or incomplete comparison shall be deemed as a non responsive request and returned as unreviewed.
  - 5. Sample Warranty
  - 7. Separate sheet indicating exclusions to the warranty.
  - 8. List of maintenance services and replacement materials available.
  - 9. List of similar size projects with the same item installed
  - 10. Name of local (area) manufacturer's technical inspector representative that will be in charge of inspections during product installation. Sales representatives will not be

- considered a technical inspector representative.
11. Statement of the effect of the substitution on the construction schedule.
  12. Description of changes that will be required in other work or products if the substitute product is approved.
- G. The architect will determine acceptability of the proposed substitution.
- H. When the proposed substitution is not accepted, provide the product (or one of the products, as the case may be) specified.

### 3.4 SCHEDULE OF PRODUCTS

- A. Prepare a complete schedule of products used, including the following for each product:
1. Manufacturer's name.
  2. Brand or trade name.
  3. Model number, if applicable.
  4. Reference standard, if more than one is applicable.
  5. Arrange products in the schedule by specification sections; indicate paragraph where specified.
- B. Prepare and submit a preliminary schedule within 10 days after award of contract. ; resubmit when revised; submit final schedule prior to final payment.
- C. Schedule of products shall not be used to obtain approval of substitute products; make separate request for substitution.

**END OF SECTION 01 63 00**



# SUBSTITUTION REQUEST (After the Bidding Phase)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
 \_\_\_\_\_  
 From: \_\_\_\_\_  
 To: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 A/E Project Number: \_\_\_\_\_  
 Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
 Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_  
 Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 History:  New product  2-5 years old  5-10 yrs old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: \_\_\_\_\_  
 \_\_\_\_\_

Similar Installation:  
 Project: \_\_\_\_\_ Architect: \_\_\_\_\_  
 Address: \_\_\_\_\_ Owner: \_\_\_\_\_  
 \_\_\_\_\_ Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_  
 \_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_).  
 Proposed substitution changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

# SUBSTITUTION REQUEST (Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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### A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01330.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by:

Date:

---

Additional Comments:     Contractor     Subcontractor     Supplier     Manufacturer     A/E     \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## SECTION 01 80 00 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Project record documents consisting of:
    - a. Record drawings.
    - b. Record project manual (specifications).
    - c. Record submittals:

#### 1.2 SUBMITTALS

- A. Project Record Documents: Submit after substantial completion, but prior to final completion.
  - 1. Record drawings: Submit in form of opaque prints.
    - d. Sets shall include all drawings, whether changed or not.
  - 2. Other record documents: Submit originals or good quality photocopies.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.1 MAINTENANCE OF PROJECT RECORD DOCUMENTS

- A. Do not use record documents of any type for construction purposes.
- B. Maintain record documents in a secure location at the site while providing for access by the contractor and the Architect during normal working hours; store in a fire-resistive room or container outside of normal working hours.
- C. Record information as soon as possible after it is obtained.
- D. Assign a person or persons responsible for maintaining record documents.
- E. Record the following types of information on all applicable record documents:
  - 1. Dimensional changes.
  - 2. New and revised details.
  - 3. Actual routings of piping and conduits.
  - 4. Actual equipment locations.
  - 5. Sizes and routings of ducts.
  - 6. Locations of utilities concealed in construction.
  - 7. Particulars on concealed products which will not be easy to identify later.
  - 8. Changes made by modifications to the contract; note identification numbers if applicable.
  - 9. New information which may be useful to the District, but which was not shown in either the contract documents or submittals.

### 3.2 RECORD DRAWINGS

- A. Maintain a complete set of opaque prints of the contract drawings, marked to show changes. Included related change order numbers where applicable.
- B. Where the actual work differs from that shown on the drawings, mark this set to show the actual work.
  - 1. Mark location of concealed items before they are covered by other work.
  - 2. Mark either record contract drawings or shop drawings, whichever are best suited to show the change.
  - 3. Where changes are marked on record shop drawings, mark cross-reference on the applicable contract drawing.
- C. When the contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the Architect as to the drawing scale and information required.
- D. Keep drawings in labeled, bound sets.
  - 1. Mark with red pencil.
  - 2. Mark work of separate contracts with different colors of pencils.
  - 3. Incorporate new drawings into existing sets, as they are issued.

### 3.3 RECORD PROJECT MANUAL

- A. Maintain a complete copy of the project manual, marked to show changes.
- B. Where the actual work differs from that shown in the project manual, mark the record copy to show the actual work.
  - 1. Include a copy of each addendum and modification to the contract.
  - 2. In addition to the types of information required on all record documents, record the following types of information:
    - a. Product substitutions.
    - b. Proprietary name and model number of actual products furnished, for each product, material, and item of equipment specified.

### 3.4 TRANSMITTAL TO THE DISTRICT

- A. Collect, organize, label, and package ready for reference.
  - 1. Provide cardboard file boxes for submittals.
  - 2. Bind print sets with durable paper covers.
  - 3. Label each document (and each sheet of drawings) with "PROJECT RECORD DOCUMENTS - This document has been prepared using information furnished by \_\_\_\_\_" [insert the contractor's name], and the date of preparation.
- B. Submit to the Architect for transmittal to the District, unless otherwise indicated.

**END OF SECTION 01 80 00**

**SECTION 02 07 40**  
**ALTERATION PROJECT PROCEDURES**

**PART 1 GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. Procedural requirements.
- B. Rehabilitation and renovations of existing spaces and materials.

**PART 2 PRODUCTS**

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in individual Sections.
- B. Match existing products and work for patching and extending work.
- C. Determine type and quality of existing products by inspection and any necessary testing, and workmanship by use of existing as a standard. Presence of a product, finish, or type of work, requires that patching, extending, or matching shall be performed as necessary to make Work complete and consistent with existing quality.

**PART 3 EXECUTION**

3.01 INSPECTION

- A. Verify that demolition is complete, and areas are ready for installation of new work.
- B. Beginning of restoration work means acceptance of existing conditions.

3.02 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovations work; replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, rusted metals, and deteriorated masonry and concrete; replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.
- E. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.03 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate occupancy.
- B. Rooms, spaces and finishes shall be complete in all respects including operational mechanical, and electrical, systems.
- C. Remove, cut, and patch work in a manner to minimize damage and to provide means of restoring products and finishes to original condition.
- D. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent new finishes.
- E. Install products as specified in individual Sections.

#### 3.04 TRANSITIONS

- A. Where new work abuts or aligns with existing, make a smooth and even transition. Patched work shall match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to the District Representative.

#### 3.05 ADJUSTMENTS

- A. Where removal of partitions results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads. Where a change of plane of 1/4 inch or more occurs, request clarification or direction from District Representative.
- B. Trim existing doors as necessary to clear new floor finishes; refinish trimmed areas.

#### 3.06 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.



### 3.07 FINISHES

- A. Finish surfaces as specified in individual Sections or as otherwise indicated on the drawings.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

**END OF SECTION 02 07 40**

**SECTION 07 12 10  
FLUID APPLIED RAIN GUTTER WATERPROOFING**

**PART 1 - GENERAL**

1.1 SUMMARY

- A. Section Includes: On slab and under tile thickset waterproofing membrane.
  - 1. Substrate preparation.
  - 2. Primers and detailing of substrate.
  - 3. Waterproofing membrane.
  - 4. UV protection topcoat.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: A company which has completed at least 5 previous installations of waterproofing similar in scope to work included in this section.
- B. Preapplication Review: Schedule a meeting, before start of construction of surfaces to receive waterproofing, with waterproofing installer, and Consultant. Review procedures for substrate preparation and waterproofing application.
  - 1. Review contract document requirements for waterproofing and waterproofing manufacturer's product data and application instructions.
  - 2. Before start of waterproofing application, review installed substrate surfaces for compliance with preparation requirements. Document necessary actions for correcting unacceptable surface conditions.

1.3 FIELD QUALITY CONTROL

- A. Owner will engage an independent Consultant to inspect substrate conditions, surface preparation, membrane application, flashings, and protection.

**PART 2 - PRODUCTS**

2.1 FLUID APPLIED WATERPROOFING

- A. General: Provide horizontal (self-leveling grade and vertical grade)
- B. Products: Provide the following:
  - 1. Single component water based polyurethane decking membrane system.
    - a. TUFFLEX-Waterproofing.

2.2 MATERIALS (all material specified herein may be obtained Surface FX, Powers St, Santa Barbara).

- A. PRIMER: Proline #4018. (Sherwin Williams)
- B. BASE COAT MATRIX: Tufflex resin Binder "TUFF".

- C. UV SEAL COAT: Al Ester (grey color)
- D. SEALANT: Compatible elastomeric urethane sealant; non sag for vertical surfaces application.

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Verify that surfaces are smooth, sound, clean, and dry, and that components which will penetrate waterproofing are complete and rigidly installed.

#### 3.2 PREPARATION

- A. Provide drop cloths or masking as required to prevent spilling and soiling of adjacent surfaces not indicated to receive waterproofing.

#### 3.3 APPLICATION

- A. General: Comply with waterproofing manufacturer's installation instructions.
  - 1. If manufacturer's standard installation instructions deviate from requirements of this section, obtain the Consultants written approval of deviations before proceeding.
- B. Apply Urethane sealant at gutter to deck tile intersection as indicated on the plan.
- C. Apply Urethane sealant at gutter to downspout intersections.
- D. Prime entire box gutter interior surfaces and vertical wall up turn intersections with Prime #1 at the rate of 300-400 sq.ft. per gallon.
- E. Allow primer to dry to a slightly tacky surface before applying Tufflex Base coating. Fill depressions and irregularities with a Tufflex.
- F. Membrane Coat: Uniformly overcoat the entire box gutter with TUFFLEX by roller or spray. Provide a 30-mil dry thickness membrane. Apply in two cross hatched coats to assure a uniform pin hole free finish.
- G. Allow membrane to dry overnight.
- H. Apply UV sealant coat.
- I. Protect membrane from ongoing operations and foot traffic. Do not allow penetration of membrane during continued construction operations.

**END OF SECTION 07 12 10**

**SECTION 07 54 30**  
**MECHANICALLY - ATTACHED**  
**THERMOPLASTIC MEMBRANE ROOFING**

**PART 1 - GENERAL CONDITIONS**

**1.01 DESCRIPTION**

A. Summery

To install a mechanically attached 60 mil roofing membrane with flashings and other components to comprise a roofing system over a existing metal roof.

1. Provide and install new wood nailers around the entire perimeter of the existing roof area in accordance with Section.
2. Loose lay EPS Flute Fill Insulation
3. Loose lay Polyethylene Vapor Barrier
4. Mechanically Fasten Coverboard
5. Mechanically Fasten 60 Mill PVC Membrane
6. Provide all materials and accessories to install a new mechanically attached 60 mill membrane roof system in accordance with specifications, standard details, and owner requirements.

**1.02 QUALITY ASSURANCE**

A. General

1. Only a Roofing Contractor authorized by the membrane manufacturer prior to bid will be approved to install the roofing system.
2. Upon completion of the installation and the delivery, the Applicator will certify that all work has been done in strict accordance with the contract specifications and manufacturer requirements. A Technical Representative of the membrane manufacturer will inspect and review the installed roof system.
3. No deviation will be made from the Project Specification or the approved shop drawings without prior written approval by the Owner or the Owner's Representative.
4. Complete all work pertaining to the installation of membrane and flashings by applicator personnel trained and authorized by manufacturer in those procedures.
5. Obtain primary materials from a single manufacturer.

6. Thermoplastic (PVC) membrane manufacturer will have a minimum of 15 years' experience in directly producing the specified.
7. The membrane must have a minimum of twenty-two (28) mils of waterproofing polymers above the reinforcements. This is to be documented by a third party source.
10. Manufacturer must have an established program for recycling membrane at the end of its useful life. Must provide 3 (three) instances in which they have done so.

### **1.03 SUBMITTALS**

- A. At the time of award, the Prime contractor will submit to the Owner's Representative the following (all submittals to be submitted by the Prime contractor only, sub-contractor or manufacturer submittals will be rejected):
1. Project specific Shop Drawings and copy of specification. Approved Shop drawings and specification are to be on site during construction.
  2. Three samples of each primary component to be used in the roof system and the manufacturer's current literature for each component.
  3. Sample copy of the warranty.
  4. Sample copy of Applicator's warranty.
  5. Safety Data Sheets (SDS)
  6. Current ICC-ES Evaluation Report
  7. Current UL Class A listing
  8. Provide ASCE 7-16 Wind uplift Calculations
  9. Provide approved Applicator letter signed by the manufacturer

### **1.04 CODE REQUIREMENTS**

Submit evidence that the proposed roof system meets the requirements of the local building code and has been tested and approved or listed by the following test organizations. These requirements are minimum standards and no roofing work shall commence without written documentation of the system's compliance, as required in the "Submittals" section of this Specification.

- A. Factory Mutual Research Corporation (FM) - Norwood, MA
1. Class 1-90
- B. Underwriters Laboratories, Inc. - Northbrook, IL
2. Class A assembly

### **1.05 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Deliver all products to the job site in the original unopened containers or wrappings bearing all seals and approvals.
- B. Handle all materials carefully to prevent damage. Place all materials on pallets and fully protect from moisture.
- C. Store membrane rolls lying down on pallets and fully protected from the weather with clean canvas tarpaulins. Un-vented polyethylene tarpaulins are not accepted due to the accumulation of moisture beneath the tarpaulin in certain weather conditions which may affect the ease of membrane weldability.
- D. Store all flammable materials in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material manufacturer/supplier.
- E. All materials which are determined to be damaged by the Owner's Representative or Manufacturer are to be removed from the job site and replaced at no cost to the Owner.

#### **1.06 JOB CONDITIONS**

- A. Materials may be installed under certain adverse weather conditions but only after consultation with membrane manufacturer, as installation time and system integrity may be affected.
- B. Install only as much of the new roofing as can be made weathertight each day, including all flashing and detail work. Clean all seams and heat-weld before leaving the job site that day.
- C. Schedule and execute all work without exposing the interior building areas to the effects of inclement weather. Protect the existing building and its contents against all risks.
- D. New insulation, membrane or flashings will be placed on a dry substrate. Should surface moisture occur, provide the necessary equipment to dry the surface prior to application.
- E. Secure all new and temporary construction, including equipment and accessories in such a manner as to preclude wind blow-off and subsequent roof or equipment damage.
- F. Arrange work sequence to avoid use of newly constructed roofing as a walking surface or for equipment movement and storage. Where such access is absolutely required, provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent areas.
- G. Prior to and during application, remove all dirt, debris and dust from surfaces either by sweeping or blowing with compressed air and/or similar methods.
- H. Follow all safety regulations as required by OSHA and any other applicable authority having jurisdiction.
- I. Immediately all roofing, flashings and metal work removed during construction will be taken off site to a legal dumping area authorized to receive such materials. Hazardous materials, such as materials containing asbestos, are to be removed and disposed of in strict accordance with applicable City, State and Federal requirements.
- J. Immediately remove all new roofing waste material from the site by the applicator and properly transported to a legal dumping area authorized to receive such material.
- K. The Applicator shall take precautions that storage and/or application of materials and/or equipment does

not overload the roof deck or building structure.

- L. Immediately stop work if any unusual or concealed condition is discovered and immediately notify the
- M. Complete site cleanup, including both interior and exterior building areas which have been affected by construction, to the Owner's satisfaction.
- N. Repair all landscaped areas damaged by construction activities at no cost to the Owner.
- O. Conduct fastener pullout tests in accordance with the latest revision of the SPRI/ANSI Fastener Pullout Standard to help verify condition of deck/substrate and to confirm expected pullout values.

## **1.07 WARRANTIES**

- A. 20 Year System Warranty.

System Warranty (only products purchased from Sika Sarnafil are covered under System Warranty) which includes insulation, coverboard, clad metal and all fasteners and adhesive. Will warrant wind speeds up to 60 mph. Upon successful completion of the work to manufacturer satisfaction and receipt of final payment, a System Warranty will be provided.

- B. Applicator/Roofing Contractor 2 Year Warranty

Supply the Owner with a separate 2 year workmanship warranty. In the event any work related to roofing, flashing, or metal is found to be within the Applicator warranty term, defective or otherwise not in accordance with the Contract Documents, repair at no cost to the Owner. The Applicator's warranty obligation run's directly to the Owner, and a copy is to be sent to membrane manufacturer.

## **Part 2 PRODUCTS**

### **2.01 GENERAL**

- A. The components of the mechanically attached roof system Sika Sarnafil as indicated on the Detail Drawings and specified in the Contract Documents are the Basis of Design for this project.
- B. Other approved manufactures:
  - 1. Or Equal

### **2.02 MEMBRANE**

- A. Sika Sarnafil® S327-15 membrane with a lacquer coating.
- B. Conform membrane to ASTM D4434-96 (or latest revision), "Standard for Polyvinyl Chloride Sheet Roofing," Classification: Type III.
- C. Conform membrane to the following physical properties:
  - 1. Color to be Reflective Gray
  - 2. Thickness 60 mills minimum

### **2.03 FLASHING MATERIALS**

#### **A. Perimeter Edge Flashing**

1. Clad - Color to be "Reflective Gray"

A PVC-coated, heat-weldable sheet metal. Capable of being formed into a variety of shapes and profiles. Sarnaclad is a 25 gauge, G90 galvanized metal sheet with a 20 mil unsupported membrane laminated on one side. The dimensions of white clad are 4 ft x 10 ft.

#### **B. Miscellaneous Flashing**

1. Multi-Purpose Sealant

Used at flashing terminations.

2. Membrane Coverstrip

8 inch wide precut flashing made from S327 polyester reinforced membrane. Used to coverstrip clad edge metal.

### **2.04 INSULATION/COVER BOARD**

#### **A. EPS Flute Fill**

Expanded polystyrene closed-cell foam insulations. EPS is available in custom sizes and thicknesses for flute fill. Consult Product Data Sheets for additional information. Thickness must exceed slightly the depth of the existing standing seam roofing.

#### **B. Vapor Barrier**

Vapor Retarder PE 10  
10 mil thick polyethylene vapor retarder/air barrier.

#### **C. Poly Iso Coverboard**

A 4' X 8' ½" High density Poly Iso Coverboard with glass Facers. ASTM C 1289 Type 2, Class 4, Grade 1

#### **D. EPS Coverboard (Optional)**

A EPS Laminated Roof Insulation (LRI), Type XV, fire-tested 60 psi coverboard. EPS coverboard is provided in a 4 x 8 ft x ½" board size. EPS Board will require Rhinobond PS Cardboard Disk to use with Rhinobond plates.

### **2.05 ATTACHMENT COMPONENTS**



A. Plate

Plate is used with various fasteners to attach to the roof deck. Sarnaplate is a 3 inch square, 26 gauge stamping of SAE 1010 steel with an AZ 55 Galvalume coating.

B. Fastener #12

A #12 corrosion-resistant fastener used with plates to attach to steel roof deck. Fastener #12 has a modified buttress thread. The shank diameter is approximately 0.168 inch and the thread diameter is approximately 0.214 inch. The driving head has a diameter of approximately 0.435 inch and is #3 Phillips design for positive engagement.

C. Fastener-Retro Driller

Threaded drill point fastener made of carbon steel, used with Sarnadiscs to in-seam attach membrane into structural steel purlin.

D. Plate - XP

Plate - XP is a high strength, linear plate used with fastener - XP to attach the roof membrane to the wood roof deck. Disc - XP is an 18 gauge, 2 inch by 3-3/4 inch corrosion resistant steel plate.

E. Rhino Bond Plates (optional)

3" round polymer coated steel plate used to attach Sarnatherm insulation, Sarnatherm roof boards, gypsum roof boards, or other Sika approved boards to the roof deck or structural purlins prior to the installation of membrane to the roof deck.

## 2.06 MISCELLANEOUS ACCESSORIES

A. Aluminum Tape

A 2 inch wide pressure-sensitive aluminum tape used as a separation layer between small areas of asphalt contamination and the membrane and as a bond-breaker under the coverstrip at Sarnaclad joints.

B. Seam Cleaner

A high-quality cleaner used for the general cleaning of residual asphalt, scuff marks, etc., from the membrane surface. Solvent is also used daily to clean seam areas prior to hot-air welding in tear off or dirty conditions or if the membrane is not welded the same day it is unrolled.

## 2.07 SEALANTS

A. Multi-Purpose Sealant.

B. Depending on substrates, the following sealants are options for temporary overnight tie-ins:

1. Multiple layers of roofing cement and felt.
2. Spray-applied, water-resistant urethane foam.
3. Mechanical attachment with rigid bars and compressed sealant.

## **2.08 MISCELLANEOUS FASTENERS AND ANCHORS**

- A. All fasteners, anchors, nails, straps, bars, etc. will be post-galvanized steel, aluminum or stainless steel. Do not Mix metal types and methods of contact, assemble in such a manner as to avoid galvanic corrosion. Expansion type fasteners for attachment of metal to masonry with stainless steel pins. A minimum embedment of 1.25 inch (32 mm) for all concrete fasteners and anchors. The fasteners are to be approved for such use by the fastener manufacturer. A minimum embedment of 1 inch for all miscellaneous wood fasteners and anchors used for flashings.

## **2.09 RELATED MATERIALS**

- A. Wood Nailer

Install treated wood nailers at the perimeter of the entire roof and around such other roof projections and penetrations as specified on Project Drawings. Thickness of nailers must match the profile of the existing metal flutes to achieve a smooth transition. Treat wood nailers for fire and rot resistance (wolmanized or osmose treated) and be #2 quality or better lumber. Creosote or asphalt-treated wood is not acceptable. Conform wood nailers to Factory Mutual Loss Prevention Data Sheet 1-49. A moisture content of 19% by weight on a dry-weight basis for all wood is the maximum allowed.

## **Part 3 EXECUTION**

### **3.01 PRE-CONSTRUCTION CONFERENCE**

- A. A pre-construction conference to be attended by the Applicator, Owner's Representative/Designer and Manufacturer.
- B. Discuss all aspects of the project including but not limited to:
1. Safety
  2. Set up
  3. Construction schedule
  4. Contract conditions
  5. Coordination of the work

### **3.02 SUBSTRATE CONDITION**

- A. Responsibility for acceptance of proper substrate to receive the new roofing materials will be by the applicator.
- B. Verify that the work done under related sections meets the following conditions:
1. All surfaces are smooth and free of dirt, debris and incompatible materials.
  2. All roof surfaces are to be free of water or moisture.

### **3.03 SUBSTRATE PREPARATION**

The roof deck and existing roof construction must be structurally sound to provide support for the new roof system. Load materials on the rooftop in such a manner to eliminate risk of deck overload due to concentrated weight. The Owner's Representative will ensure that the roof deck is secured to the

structural framing according to local building code and in such a manner as to resist all anticipated wind loads in that location.

### **3.04 SUBSTRATE INSPECTION**

- A. Prepare a dry, clean and smooth substrate to receive the Sarnafast mechanically-attached roof system.
- B. Inspect the substrate for defects such as excessive surface roughness, contamination, structural inadequacy, or any other condition that will adversely affect the quality of work.
- C. The substrate will be clean, smooth, dry, & free of flaws, sharp edges, loose and foreign material, oil and grease. All defects are to be corrected before the roofing starts.
- D. Apply membrane over compatible and accepted substrates only.

### **3.05 WOOD NAILER INSTALLATION**

- A. Install continuous wood nailers at the perimeter of the entire roof and around roof projections and penetrations.
- B. Anchor nailers to resist a minimum force of 300 pounds per lineal foot in any direction. Individual nailer lengths will not be less than 3 feet long. Space nailer fastener at 12 inches on center or 16 inches on center if necessary to match the structural framing. Stagger Fasteners 1/3 the nailer width and installed within 6 inches of each end. Install two fasteners at ends of nailer lengths. Nailer attachment will meet this requirement and that of the current Factory Mutual Loss Prevention Data Sheet 1-49.
- C. Require thickness to match profile of existing metal deck substrate to allow a smooth transition.

### **3.06 FLUTEFILL INSULATION AND COVERBOARD SUBSTRATE INSTALLATION**

- A. Install Flute fill insulation between standing seams.
- B. Install PE10 Vapor barrier  
  
Overlap loose laid sheets 4" and extend up the perimeter and deck penetrations. Seams and penetrations shall be sealed with Multi-Purpose Tape ST.
- C. Attach the Coverboard to the tops of the existing metal deck using #12 fasteners and 3" insulation plates at a rate of (6) per 4' x 8' sheet minimum. Neatly cut to fit around penetrations and projections.

### **3.07 INSTALLATION OF MEMBRANE**

Inspect the surface of the substrate prior to installation of the Sika Sarnafil roof membrane. The substrate will be clean, dry, smooth and free from debris, with no surface roughness or contamination.

- A. General
  - 1. Secure membrane with one of the following options 12", 6", and 4" O.C. into the purlins

themselves (4' purlin spacing) Purlin Fasteners and a barbed plate (XPN)  
Purlin Fasteners and a Rhinobond Plate (optional)

2. Shingle membrane overlaps with the flow of water where possible.
3. Fasten membrane ½ full-width rolls perpendicular to the direction of the steel deck flutes where possible.
4. Tack welding of membrane full or half-width rolls for purposes of temporary restraint during installation on windy days is not permitted.

B. Perimeter and Corner Areas

1. Over the properly installed and prepared substrate surface, membrane half-width rolls are to be installed parallel with the entire perimeter edge. The number of adjacent half-rolls will be determined by building height and width and other conditions according to FM guidelines and manufacturer Technical department. Fasteners and discs are installed along the edge of the membrane on the fastening line at a spacing determined by manufacturer and the Owner's Representative. Discs are held-back 1 inch from the outer edge of the membrane. The adjacent half-roll is positioned to overlap the fastened edge of the first half-roll by 5-1/2 inches in accordance with the overlap lines marked on it's edge. The 5-1/2 inch overlap will allow the top membrane to extend 2-1/2 inches past the discs for heat-welding. Clamp membrane fasteners tightly to the substrate. In corner areas where perimeter half-rolls intersect, add rows of fasteners and discs over the top the half-rolls and weld a coverstrip above them for water tightness.
2. Hot-air weld overlaps according to manufacturer requirements. Take test cuts at least 3 times per day.

C. Interior Area

1. Over the properly installed and prepared substrate surface, S327 full-width rolls are to be installed parallel to the steel deck flutes. Fasteners and discs are installed along the edge of the membrane on the fastening line at a spacing determined by manufacturer and the Owner's Representative. Discs are held-back 1 inch from the outer edge of the membrane. The adjacent full-roll is positioned to overlap the fastened edge of the first full-roll by 5-1/2 inches in accordance with the overlap lines marked on it's edge. The 5-1/2 inch overlap will allow the top membrane to extend 2-1/2 inches past the discs for heat-welding. Clamp the membrane fasteners tightly to the substrate.
2. Hot-air weld overlaps according to manufacturer recommendations. Take test cuts at least 3 times per day.

D. Securement around perimeter and rooftop penetrations

1. Around all perimeters, at the base of walls, drains, curbs, vent pipes, or any other roof penetrations, install fasteners and discs according to perimeter rate of attachment. Install fasteners according to the manufacturer's instructions. Install fasteners using the fastener manufacturer's recommended torque-sensitive fastening tools with depth locators. Clamp the fasteners to the membrane and to the substrate.
2. Extend membrane flashings 2-1/2 inches past the discs and be hot-air welded to the membrane.

### **3.08 HOT-AIR WELDING OF SEAM OVERLAPS**

#### **A. General**

1. Hot-air weld all seams. Seam overlaps should be 3 inches wide when automatic machine welding and 4 inches wide when hand-welding except for certain details.
2. Provide welding equipment by or approved by manufacturer. All mechanics intending to use the equipment will have successfully completed a training course provided by the manufacturer Technical Representative prior to welding.
3. All membrane to be clean and dry before welding.

#### **B. Hand-Welding**

Complete hand-welded seams in two stages. Allow hot-air welding equipment to warm up for at least one minute prior to welding.

1. Weld the back edge of the seam with a narrow but continuous weld to prevent loss of hot air during the final welding.
2. Insert the nozzle into the seam at a 45 degree angle to the edge of the membrane. Once the proper welding temperature has been reached and the membrane begins to “flow,” the hand roller is positioned perpendicular to the nozzle and pressed lightly. For straight seams, the 1-1/2 inch wide nozzle recommended for use. For corners, use the 3/4 inch wide nozzle.

#### **C. Machine Welding**

1. Machine welded seams are achieved by the use automatic welding equipment. When using this equipment, follow manufacturer instructions and local codes for electric supply, grounding and over current protection observed. Dedicated circuit house power or a dedicated portable generator is recommended. Operate no other equipment off the generator.
2. Metal tracks may be used over the deck membrane and under the machine welder to minimize or eliminate wrinkles.

#### **D. Quality Control of Welded Seams**

1. Check all welded seams for continuity using a rounded screwdriver. Visible evidence that welding is proceeding correctly is smoke during the welding operation, shiny membrane surfaces, and an uninterrupted flow of dark gray material from the underside of the top membrane. Make on-site evaluation of welded seams daily by the Applicator to locations as directed by the Owner’s Representative or manufacturer representative. Take one inch wide cross-section samples of welded seams at least three times a day. Correct welds display failure from shearing of the membrane prior to separation of the weld. Each test cut shall be patched by the Applicator at no extra cost to the Owner.

### **3.09 CLAD EDGE METAL**

Install all flashings concurrently with the roof membrane as the job progresses. No temporary flashings will be allowed without the prior written approval of the Owner’s Representative. Acceptance will only be for specific locations on specific dates. If any water is allowed to enter under the newly completed roofing due to incomplete flashings, remove and replaced the affected area at the applicator’s expense.

- A. Form clad metal flashings and install per the Detail Drawings.
  - 1. Fasten all metal flashings into solid wood nailers with two rows of post galvanized flat head annular ring nails, 4 inches on center staggered. Penetrate fasteners into the nailer a minimum of 1 inch.
  - 2. Install metal to provide adequate resistance to bending and allow for normal thermal expansion and contraction.
- B. Space adjacent sheets of clad 1/4 inch apart. Cover the joint with 2 inch wide aluminum tape. Hot air weld a 4 inch minimum wide strip of flashing membrane over the joint.

### **3.10 COMPLETION**

- A. Prior to demobilization from the site, review the work by the Owner's Representative and the Applicator. Itemize a punch list for all defects noted and non-compliances with the Specifications or the recommendations of membrane manufacturer. These items must be corrected immediately by the Applicator to the satisfaction of the Owner's Representative and manufacturer prior to demobilization.
- B. Submit and accepted all Warranties referenced in this Specification at time of contract award.

### **3.11 DETAILS**

See accompanying Detail Drawings.

### **3.12 TEMPORARY CUT-OFF**

- A. Install all flashings concurrently with the roof membrane in order to maintain a watertight condition as the work progresses. Construct all temporary waterstops to provide a 100% watertight seal. Stagger insulation joints. Even if installing partial panels of insulation. Carry the new membrane into the waterstop. Seal the waterstop to the deck and/or substrate so that water will not be allowed to travel under the new or existing roofing. Seal the edge of the membrane in a continuous heavy application of sealant. When work resumes, cut out the contaminated membrane. Remove all sealant, contaminated membrane, insulation fillers, etc from the work area and properly disposed of off site. Do not use these materials in the new work.
- B. If inclement weather occurs while a temporary waterstop is in place, provide labor necessary to monitor the situation to maintain a watertight condition.
- C. If any water is allowed to enter under the newly-completed roofing, remove the affected area and replaced at the Applicator's expense.

### **3.13 MANUFACTER DEMONSTRATION**

Provide maintenance documents and personal instruction for the facilities staff and other interested parties, at a single pre-determined mutually convenient time. Include the following topics:

1. Access restriction and precautions
2. Avoiding Mechanical Damage
3. Potential Contaminants and rectification
4. Cleaning
5. Emergency repairs
6. Procedures for permanent repairs and alterations

**END OF SECTION 07 54 30**