



**Indian Valley Campus
Building 18 Roof Replacement
Project #I26-35610**

Marin Community College District

August 15, 2017

Mandatory Bid Walk: 10:00a.m. Tuesday, August 22, 2017

Bid Date: 2:00 p.m. Thursday, August 31, 2017

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GENERAL INFORMATION

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ASBESTOS LEAD SURVEY

Limited Asbestos and Lead Survey for Campus (IVC) Building 18 Roof
 By American Compliance Services, Inc.
 Dated July 31, 2017

END OF DOCUMENT

NOTICE INVITING BIDS

1. Notice is hereby given that the Governing Board (“Board”) of the Marin Community College District (“District”), of the County of Marin, State of California, will receive sealed bids for the **Indian Valley Campus Building 18 Roof Replacement Project #I26-35610**, (“Project”) up to, but not later than, **2:00 p.m. Thursday, August 31, 2017**, and will thereafter publicly open and read aloud the bids. All bids shall be received at the office of the **Buyer (Bond B), located at College of Marin, Indian Valley Campus, 1800 Ignacio Blvd., Building 8, Room 130, Novato, California**. Bid opening will occur at 2:00 p.m. on the date stated above at the College of Marin, Indian Valley Campus, 1800 Ignacio Blvd., Administrative Services Building 8, Room 130, Novato, California, 94949.

Note: It is the responsibility of the bidder to make sure that the bid is delivered to the address listed above. Please be informed that UPS does not deliver directly to this physical address.

2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and specifications and all other Contract Documents. The Contract Documents are available for review at the College of Marin, Indian Valley Campus, 1800 Ignacio Blvd., Administrative Services Building 8, Room 130, Novato, California.
3. Each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded shall execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the Contract.
4. Documents Accompanying Bid Proposal. Bidders shall provide with each Bid Proposal: (a) Subcontractors List; (b) Non-Collusion Declaration; (c) Workers' Compensation Certification; (d) Bid Bond; (e) Roofing Certification; (f) W9 Request for Taxpayers Identification Number and Certification; (g) Prevailing Wage and Related Labor Requirements; and (h) Site Visit Certification.
5. The successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and to apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the Contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available to any interested party upon

request and are online at <http://www.dir.ca.gov/DLSR>. The Contractor and all Subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is the Contractor's responsibility to determine any rate change.

6. The successful bidder shall comply with SB 854 which requires all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code) to register with the Department of Industrial Relations (DIR) new program that replaces the prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. More information and an online application form (Contractor Registration Application Form) can be found at the DIR website.
7. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
8. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.
9. Pursuant to Public Contract Code §4104, each bid shall include the name, location of the place of business, portion of work to be performed, California Contractor License number and the DIR Vendor number with expiration date of each subcontractor who shall perform work or service or fabricate or install work for the contractor in excess of one-half of one percent (1/2 of 1%) of the bid price. The bid shall describe the type of work to be performed by each listed subcontractor.
10. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided pursuant to Public Contract Code §§5100 *et seq.* The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.
11. Small business, local, minority, women, and/or disabled veteran contractors are encouraged to submit bids. This bid **is not** subject to Disabled Veteran Business Enterprise requirements.
12. Each bidder shall possess at the time the bid is awarded the following classification(s) of California State Contractor's license: **B-General Contractor or C-39 Roofing Contractor.**
13. A mandatory bidders' conference will be held on **Tuesday, August 22, 2017 at 10:00 a.m.** at the Fiscal Services Indian Valley Campus (IVC), 1800 Ignacio Blvd Building 8, Novato CA 94949 for the purpose of acquainting all prospective bidders with the Contract Documents and the roofs at the Project site. Failure to attend the conference will result in the disqualification of the bid of the non-attending bidder.

14. Pursuant to Resolutions adopted by the District's Board of Trustees, the Contract for the Work, if awarded, will be awarded to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If the Bid Proposal requires Bidder to propose prices for Alternate Bid Items, the District's selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with the Instructions for Bidders. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
15. The District has elected to provide an Owner-Controlled or Wrap-Up Insurance Program (OCIP). The policy limits, known exclusions and the length of time the policy is intended to remain in effect provided by the OCIP are described in the OCIP Manual.
16. Project estimate is \$140,000 to \$150,000.
17. Contract Documents are available on August 15, 2017, for review at the District Fiscal Services Office, Building 8, 1800 Ignacio Blvd, Novato, California, 94949. In addition, Contract Documents are available for bidders' review at the following:

District Fiscal Services website: <http://fiscal.marin.edu/bids>
18. Contract Documents are also available for purchase for fifty dollars (\$ 50.00) at the District Fiscal Services Office. This fee is refundable if the Contract Documents are returned in clean condition back to the District Fiscal Services Office no later than ten (10) calendar days after the date of the bid opening.
19. Bid Security. Bid proposals shall be accompanied by a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount, payable to the District. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to the District. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Each bid submitted to the Marin Community College District (“District”) for the **Indian Valley Campus Building 18 Roof Replacement Project #I26-35610** shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

1. **Deadline For Receipt of Proposals.** Each bid shall be sealed and submitted to the Buyer (Bond B) **no later than 2:00 p.m. on Thursday, August 31, 2017.** The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the bidder. The Buyer’s Office is located at College of Marin, Indian Valley Campus, **1800 Ignacio Boulevard, Building 8, Room 130, Novato, California, 94949.**
2. **Bidders Conference.** A mandatory bidder’s conference will be held on **Tuesday, August 22, 2017 at 10:00a.m. at the Fiscal Services Indian Valley Campus (IVC), 1800 Ignacio Boulevard Building 8, Novato, California, 94949,** for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site.

It is imperative that all prospective bidders attend this conference. The failure to attend the conference will result in the disqualification of the bid of the non-attending bidder. Bid Documents will be distributed at the mandatory Bidder's Conference.

3. **Requests for Information.** A bidder’s failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that bidder’s right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. Any questions relative to the bid shall be in writing and directed to the District Buyer at the address specified for receipt of bid proposals.

These requests may be emailed to the Paul Lum Gilbane Building Co., **plum@gilbaneco.com** and a copy to the District Buyer at **mr Ramirez@marin.edu.** These requests shall be submitted to the District at least three (3) working days prior to the date the bid is due.

4. **Bid Proposal Forms.** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals shall be submitted in sealed envelopes bearing on the outside the Bidder’s name and address and identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place

designated in the Call for Bids. The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp machine. The date/time stamp is controlling and determinative as to the date and time of the Bidder's submittal of its Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened. Any Bidder may withdraw or modify its Bid Proposal by written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District's public opening and reading of Bid Proposals.

5. Execution of Forms. Each bid must give the full business address of the bidder and must be signed by the bidder or bidder's authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's contractor license number(s) and expiration date(s).
6. Bid Security. Bid proposals shall be accompanied by a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount, payable to the District. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to the District. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.
7. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code §5103.

8. Addenda or Bulletins. The District reserves the right to issue addenda or bulletins prior to the opening of the bids subject to the limitations of Public Contract Code §4104.5. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents.
9. Bonds. The successful bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable.
10. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and reserves the right to reject any and all bids. The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible and responsive bidder, subject to Governing Board approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible, responsive bidder.
11. Execution of Contract. The successful bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to the District the executed Contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may declare the bidder's bid deposit or bond forfeited as liquidated damages, and may award the work to the next lowest responsible, responsive bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.
12. Owner-Controlled or Wrap-Up Insurance Program (OCIP). The District has elected to provide an Owner-Controlled or Wrap-Up Insurance Program (OCIP). The policy limits, known exclusions and the length of time the policy is intended to remain in effect provided by the OCIP are described in the OCIP Manual.
13. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's availability to perform the Contract and any other required evidence of the bidder's qualifications to perform the Contract and any other required evidence of the bidder's qualifications and responsibility to perform the Contract. The District may consider such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.
14. Taxes. Applicable taxes shall be included in the bid prices.

15. Bid Exceptions. Bid exceptions are not allowed. If the bidder has a comment regarding the bid documents or the scope of work, the bidder shall submit those comments to the District for evaluation at least five working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to opening of bids. E-mailed or faxed bids or modifications will not be accepted.
16. Discounts. Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible responsive bidder.
17. Quantities. The quantities shown on the plans and specifications are approximate. The District reserves the right to increase or decrease quantities as desired.
18. Prices. Bidders must quote prices Freight on Board (F.O.B.) unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.
19. Samples. On request, samples of the products being bid shall be furnished to the District.
20. Special Brand Names/Substitutions. In describing any item, the use of a manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired, except as provided in §3400 of the Public Contract Code. Substitute products will be considered either prior to or after the award of the Contract in accordance with §3400 and as set forth in either the Supplemental Conditions or the Specifications. All data substantiating the proposed substitute as an "equal" item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.
21. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed in ensure safe transportation to point of delivery.
22. Bid Negotiations. A bid response to any specific item of this bid using terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive.
23. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, Labor Code §§1771, 1778 and 1779.

24. Allowances. An “allowance” means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.
25. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100-4114, every bidder shall, on the enclosed Subcontractor List Form, set forth:
- a. The name and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the work or fabricate and install work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid.
 - b. If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and shall perform that portion of the work. The successful bidder shall not, without the written consent of the District or compliance with Public Contract Code §§ 4100 - 4114, either:
 - 1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;
 - 2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or
 - 3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a Subcontractor.
26. Examination of Contract Documents and Work Site. Before submitting a bid proposal, all bidders shall carefully examine the Contract Documents, including the plans and specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No bidder shall visit the site without prior authorization of the District after the bid walk. Bidders shall contact the Director of Maintenance and Operations for coordination of site visits.
27. Form and Approval of Contract. The Contract Documents must be approved by the Governing Board of the District and its legal counsel. The bidder selected by the District shall execute the Contract provided by the District.

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28. Licenses and Permits. Each bidder, and its Subcontractors, if any, shall at all times possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits.
29. Denial of Right to Bid. Contractors or Subcontractors who have violated state law governing public works shall be denied the right to bid on this public works contract pursuant to California Labor Code § 1777.7.
30. Bidders Interested in More Than One Bid. No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, a person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a prime proposal.
31. Award of Contract.

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

Selection of Alternate Bid Items. The selection of Alternate Bid Items for inclusion in the scope of the Work of the Contract to be awarded and for determination of the lowest Bid Proposal based upon the Base Bid Proposal and the combination of Alternate Bid Items selected for inclusion in the Contract at the sole discretion of the District.

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

32. Contractor's State License Board. Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors' License Board.
33. Bid Protest. Any bid protest must be in writing and received by the District Office before 5:00 p.m. no later than three (3) working days following bid opening and must comply with the following requirements:
- a. The bid protest must contain a complete statement of the basis for the protest, and all supporting documentation.

- b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
 - c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
 - d. The protest must include the name, address and telephone number of the person representing the protesting bidder.
 - e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 p.m., no later than two (2) working days after the deadline for submission of the bid protest or other receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
 - h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the District.
 - i. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.
34. Notice of Intent to Award Contract. Following the opening and reading of Bid Proposals, the District will issue to Bidders who have timely submitted a Bid Proposal, a Notice of Intent to Award the Contract, identifying the responsible Bidder submitting the lowest priced responsive Bid Proposal and to whom the District intends to award the Contract.

35. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. Upon the District's issuance of the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the Call for Bids shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret" "Confidential" "Proprietary" or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

Required Attachments to the Bid:

1. Bid Proposal Form
2. Subcontractor List Form
3. Workers' Compensation Certificate
4. Non-Collusion Declaration
5. Bid Bond (or Cashier's or Certified Check)
6. W9 Request for Taxpayer Identification Number and Certification
7. Roofing Certification
8. Site Visit Certification
9. Prevailing Wage and Related Labor Requirements Certification

END OF DOCUMENT

SCOPE OF WORK

Removal of existing wood shingles, underlayment, sheet metal trim, gutters and downspouts.
Remove and replace damaged roof decking as needed.

Installation of new underlayment, insulation, sheet metal trim, gutters, downspouts and asphalt shingles.

Underlayment removal shall follow the guidelines of OSHA and disposal accordance to State laws.
Contractor shall include in the bid all permits required to remediate, transport and dispose of hazardous materials.

END OF DOCUMENT

Last Date and Time questions can be received is August 24, 2017 3:00pm.



To: Marin Community College District
 1800 Ignacio Blvd
 Novato, CA 94949

Attention: Paul Lum

Email : plum@gilbaneco.com
Cc: mramirez@marin.edu

**Bid Package #
 Building 18 Roof Replacement - #I26-35610**

Bid Question

| | | |
|--|---|------------------|
| From : Company _____ Attention: _____ | Date: _____ | Re: _____ |
| Reference Drawing No. _____ Reference Detail(s) : _____ | Reference Spec. Section _____ Reference Paragraph(s) : _____ | |
| Question: | | |

| | |
|--|-------------|
| Answer: | |
| Answered By: _____ Firm: _____ | Date: _____ |

| | |
|--|-----------------------|
| Question Included in Addendum No. _____ to Bid Package No. _____ | By: _____ Date: _____ |
|--|-----------------------|

To be completed by bidder and submitted with bid.

BID PROPOSAL FORM

Governing Board
Marin Community College District

Dear Members of the Governing Board:

The undersigned, doing business under the name of _____

_____, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Notice Inviting Bids, the General Conditions, the Instructions to Bidders, the Plans and Specifications, and all other Contract Documents for the proposed **Indian Valley Campus Building 18 Roof Replacement Project #I26-35610**, ("Project"), and having accurately completed the Bidder's Questionnaire, proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications as follows:

BASE BID:
For the sum of:
_____ Dollars (\$ _____)

Owner Allowance:
Unforeseen repair of damaged roof decking (\$ 20,000)

TOTAL BASE BID:
For the sum of:
_____ Dollar (\$ _____)

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

ADDENDA:

Receipt of the following addenda is hereby acknowledged:

Addendum # _____ Dated: _____ Addendum # _____ Dated: _____

Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; (c) Non-Collusion Declaration; (d) Workers' Compensation, Certification; (e) W9 Request for Taxpayers Identification Number and Certification; (f) Roofing Certification; (g) Prevailing Wage and Related Labor Requirements Certification; and (h) Site Visit Certification. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) Sex Offender Registration Act Certification; (e) the Drug-Free Workplace Certificate; (f) Tobacco-Free Environment Certification; and (g) Hazardous Material Certification. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) B bearing License Number(s) _____, with expiration date(s) of _____. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

Bidder specifically acknowledges and understands that if it is awarded the Contract, that it and its subcontractors shall participate in and comply with the Owner-Controlled or Wrap-Up Insurance Program (OCIP).

The Bidder represents that it is competent, knowledgeable and has the special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skills and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Respectfully Submitted,

Company: _____

Address: _____

By: _____

(Please Print Or Type)

Signature: _____

Title: _____

Date: _____

Taxpayer's Identification No. of Bidder _____

Phone: _____

Contractor's License No: _____ Expiration Date _____

END OF DOCUMENT

To be completed by bidder and submitted with bid.

SUBCONTRACTORS LIST FORM

PROJECT: Building 18 Roof Replacement #I26-35610

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder’s total Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder’s total Bid, including alternates.

If further space is required for the list of proposed subcontractors, attach additional sheets showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

END OF DOCUMENT

To be completed by bidder and submitted with bid.

WORKERS' COMPENSATION CERTIFICATE

Labor Code §3700 in relevant part provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

- (b) Be securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

Contractor

By: _____

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

END OF DOCUMENT

To be executed by bidder and submitted with bid.

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____

(Date)

at _____,
(City) (State)

(Signature)

(Address)

(Name Printed or Typed)

(City, State)

(Area Code and Telephone Number)

END OF DOCUMENT

To be completed by bidder and submitted with bid.

BID BOND

We, the Contractor, _____ as principal ("Principal"), and _____, as surety ("Surety") are firmly bound unto the Marin Community College District ("District"), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the District for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid ("Bid") dated _____, for the following project ("Project"): **Indian Valley Campus Building 18 Roof Replacement Project #I26-35610**

Now, therefore, if the Principal does not withdraw its Bid within the period specified, and if the Principal is awarded the Contract and within the period specified fails to enter into a written contract with District, in accordance with the Bid as accepted, or fails to provide the proof of required insurance, performance bond and/or the payment bond by an admitted surety within the time required, or in the event of unauthorized withdrawal of the Bid, if the Principal pays the District the difference between the amount specified in the Bid and the amount for which District may procure the required work and/or supplies, if the latter amount is in excess of the former, together with all related costs incurred by District, then the above obligation shall be void and of no effect. Otherwise, the Principal and Surety shall pay to the District the penal sum described above as liquidated damages.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the term of the Contract or the call for bids, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2017, the name and corporate seal of each corporate Party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Principal/Contractor

By _____

Title _____

(Corporate Seal)

Surety

Attach Attorney-In-Fact

By

Certificate Title

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

END OF DOCUMENT

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|--|
| Print or type See Specific Instructions on page 2. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|
| Social security number | | | | | | | | | |
| | | | | - | | | - | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| | | | | - | | | | | |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

To be completed by bidder and submitted at time of bid.

ROOFING CERTIFICATION

Per California Public Contract Code Section §3700A materials manufacturer, contractor, or vendor involved in a bid or proposal for a roof project shall disclose any financial relationships by completing, signing and providing to the District the certification set forth below.

The materials manufacturer, contractor, or vendor shall not disclose a financial relationship in which that person or entity is a stockholder of a corporation the stock of which is listed for sale to the general public on a national securities exchange and registered with the United States Securities and Exchange Commission, if the person or entity holds less than 10 percent of the outstanding stock entitled to vote at the annual meeting of the corporation.

The materials manufacturer, roofing consultant, or vendor who knowingly provides false information or fails to disclose a financial relationship pursuant to this section shall be liable to the district for any costs to the district that are reasonably attributable to excess or unnecessary costs, when compared to competing bids, incurred by the district as a result of the undisclosed financial relationship.

I, _____ Name, _____ Name of Employer, certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____ Name, _____ Name of Employer, certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ Name, _____ Name of Employer, have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract: **INDIAN VALLEY CAMPUS BUILDING 18 ROOF REPLACEMENT #I26-35610**

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

_____ *Signature* _____ *Date*
_____ *Print Name*
_____ *Print Name of Employer*

Any person who knowingly provides false information or fails to disclose a financial relationship in the disclosure above shall be subject to a civil penalty in an amount up to one thousand dollars (\$1,000), in addition to any other available remedies. An action for a civil penalty under this provision may be brought by any public prosecutor in the name of the people of the State of California.

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: Building 18 Roof Replacement #I26-35610 between Marin Community College District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 2017, by and between the Marin Community College District ("District") and _____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: Building 18 Roof Replacement #I26-35610

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within Sixty-Six (66) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed or by December 1, 2017, whichever comes first.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and, or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred dollars (\$ 500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

- 8. Insurance and Bonds:** Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

Insurance and Bonds: Contractor and all Subcontractors under the Contractor shall participate in and comply with the owner-controlled or wrap-up insurance program (OCIP). Before commencing the Work, Contractor shall provide all required certificates of insurance, except for those coverages provided by the OCIP as described in the OCIP Manual, and payment and performance bonds as evidence thereof.

- 9. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 10. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 4 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 11. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District or without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 12. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type _____ Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 13. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is

to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

16. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ Dollars
(\$ _____)

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

DISTRICT

MARIN COMMUNITY COLLEGE DISTRICT

By: _____

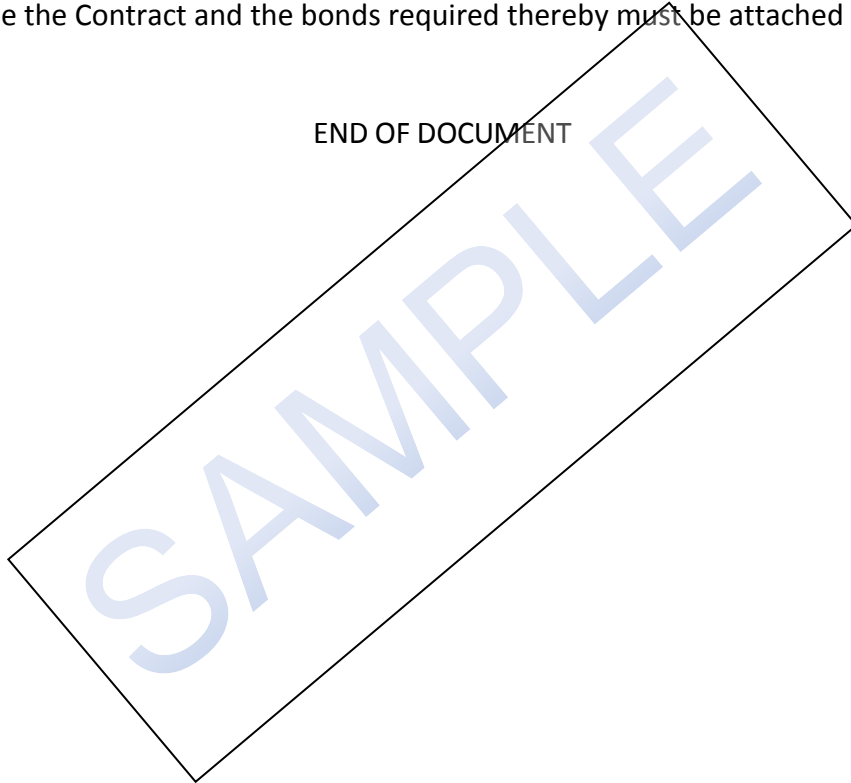
By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT



POST BID INTERVIEW

Indian Valley Campus Building 18 Roof Replacement Project #I26-35610

TO THE BIDDER:

In making its award the Governing Board will take into consideration Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed questionnaire may be rejected as nonresponsive. The District will use, but will not be limited to, the information provided herein for evaluating the qualifications and responsibility of the bidder and the bidder's organization to carry out satisfactorily the terms of the Contract Document. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the termination of any subsequent contract executed as a result of the bid.

A. Description of Bidder's Organization

- 1. Firm Name _____
- 2. Address _____
- 3. Telephone Number _____
- 4. Type of Organization
 - a. Corporation? Yes ____ No ____

If yes, list officers and positions, and the State in which incorporated.

If the Bidder corporation is a subsidiary, give name and address of parent corporation:

- b. Partnership? Yes ____ No ____
- If yes, list partner's names and addresses

General Partners:

Limited Partners:

- c. Individual Proprietorship? Yes ____ No ____
If yes, list name and address of proprietor:

B. Nature of Operations

1. How long have you been engaged in the contracting business under your present business name? _____
2. How many years of experience does your business have in construction work similar to that called for under this bid? _____
3. Have you now contracts, or have you ever contracted, to provide construction for any school district, community college district or county office of education in the State of California? Yes _____ No _____
 - a. If "yes," on a separate attached sheet, provide the following information for all construction projects you have had with school districts, community college districts, or county offices of education during the last four (4) years:
 1. Year contract awarded
 2. Type of work
 3. Contract completion time called for/actual completion time
 4. Contract price
 5. For whom performed, including person to call for reference and telephone number
 6. Location of work
 7. Number of stop notices filed
 8. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
 9. Amount of liquidated damages assessed
 - b. On a separate attached sheet, provide the following information for all construction contracts of a similar nature as called for in this bid that you have had with entities other than school districts, community college districts and county offices of education during the last four (4) years:
 1. Year contract awarded
 2. Type of work
 3. Contract completion time called for/actual completion time
 4. Contract price
 5. For whom performed, including person to call for reference and telephone number

- 6. Location of work
 - 7. Number of stop notices filed
 - 8. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
 - 9. Amount of liquidated damages assessed
- c. For each construction contract that you have failed to complete within the contract time in the last four (4) years, please state the reasons for the untimely performance.

C. Financial and Credit Data

- 1. If your bid is considered for award, and if requested by the District, will you supply the following data? Yes ___ No ___
 - a. Names and addresses of any banks where you regularly do business.
 - b. The names and addresses of any banks, finance companies, dealers, suppliers, or others where you have notes or loans.
 - c. Give credit references, including at least three trade or industry suppliers with whom you regularly deal.
- 2. Will you submit on request a balance sheet for the past three (3) years? Yes _____ No _____
- 3. Where have you engaged in the construction business or any other type of business in the last five (5) years?

| <u>Name of Business</u> | <u>Location</u> | <u>Type of Business</u> | <u>Years in Business</u> |
|-------------------------|-----------------|-------------------------|--------------------------|
|-------------------------|-----------------|-------------------------|--------------------------|

If any of the business endeavors referred to above are no longer operating, or you are no longer associated with them, please give brief details:

4. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the bidder:

| <u>Surety Name</u> | <u>Contact Person</u> | <u>Phone Number</u> |
|--------------------|-----------------------|---------------------|
|--------------------|-----------------------|---------------------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

I certify under penalty of perjury that the foregoing is true and correct. Executed at _____, California, on _____, 20____.

Signature of Bidder _____

Name (*print*) _____

END OF DOCUMENT

GENERAL CONDITIONS

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1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents issued to the prospective bidders prior to the time of receiving bids.

Alternate: The sum to be added to or deducted from the base Bid if the change in scope of work as described in Alternates is accepted by the District.

Approved: Approved by the District or the District's authorized representative unless otherwise indicated in the Contract Documents.

Architect: The person or firm holding a valid license to practice architecture or engineering which has been designated (if any designated) to provide architectural or engineering design services on this Project. When Architect is referred to within the Contract Documents and no architect or engineer has in fact been designated, then the matter shall be referred to the District Director of Maintenance and Operations.

As Directed: As directed by the District or its Architect, unless otherwise indicated in the Contract Documents.

As Selected: As selected by the District or its Architect, unless otherwise indicated in the Contract Documents.

Bid: The properly completed and signed proposal to perform the construction work for the Project as described in the Contract Documents.

Construction Manager: The individual or entity named as such by the District. If no Construction Manager is designated for the project, all references to the Construction Manager in these Contract Documents shall mean the District and/or its designee or designees.

Contract: The legally binding agreement between the District and the Contractor wherein the Contractor agrees to furnish the labor, materials, equipment, plant and appurtenances required to perform the work described in the Contract Documents and the District agrees to pay the Contractor for such work.

Contract Documents: The Contract Documents are described in the Contract for this Project.

Contractor: The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the District to perform the construction work described in the Contract Documents. The term Contractor shall be construed to mean all of the officers, employees, Subcontractors, suppliers, or other persons engaged by the Contractor upon the work of this Project.

District: The District, its Governing Board, authorized officers and employees, and authorized representatives.

DSA: The State of California Division of the State Architect which has the authority to review, approve and inspect the design, alteration and construction of school buildings.

Final Completion: Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District's satisfaction.

Furnish: Purchase and deliver to site of installation.

Governing Board: The Governing Board of the District.

Indicated or As Shown: Shown on drawings and/or as specified.

Inspector: The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Modification: An authorized change to the Contract Documents, which may or may not include a change in contract price and/or time.

Project: The total construction work and activities described in these Contract Documents.

Secure: Obtain.

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor to furnish labor, materials and equipment, and/or to install materials and equipment for work in this Contract.

2. ROOFING CONSULTANT

The Roofing Consultant is responsible for the overall design of the Project. The working drawings, technical Specifications, sketches and other information necessary to define the work covered by these Contract Documents have been prepared by the Roofing Consultant.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions, any supplemental Conditions, the Technical Specifications, the Drawings and the completed Bidder's Questionnaire. The Contract Documents are complimentary, and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

b. Ambiguities, Errors, and Inconsistencies

If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the Architect for appropriate action before submittal of the bid. Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Architect, who will issue instructions or corrections.

c. Lines and Planes

All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

d. Standards

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned, hereinafter, references to specification standards shall mean the edition, including amendments and supplements in effect on the date of the Notice Inviting Bids. Where no standard is identified and a manufacturer is specified, the manufacturer's Specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

e. Reference to the Singular

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular number; such reference shall include as many such items as are shown on drawings or required to complete the installation.

4. INTENT OF DRAWINGS AND SPECIFICATIONS

- a. Drawings and Specifications are to be read as an integrated document. The Contractor shall promptly report to the District any ambiguities, discrepancies, or errors which come to the Contractor's attention.
- b. Figured dimensions shall be followed in preference to scaled dimensions, and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, each Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.
- c. It is the intent of the drawings and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.
 - 1) The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. TRADE DIVISIONS

Segregation of the Specifications into the designated trade divisions is only for the purpose of facilitating descriptions and shall not be considered as limiting the work of any subcontract or trade. Subject to other necessary provisions set forth in these Specifications, the terms and conditions of such limitations or inclusions shall lie solely between the Contractor and its Subcontractors. "Scope" as indicated in each section of the

Specifications shall serve only as a general guide to what is included in that section. Neither the stated description nor the division of the plans and Specifications to various sections, which is done solely for convenience, shall be deemed to limit the work required, divide or indicate it by labor jurisdiction or trade practice, or set up any bidding barriers to the various sub-contractors or suppliers.

- a. The Contractor shall be responsible for the proper execution of all work required by the Contract Documents and for allocating such portions as the Contractor sees fit to the various Subcontractors, subject to applicable law. The Contractor is cautioned that the various individual sections may not contain all work that the Contractor may wish to allocate to a particular Subcontractor or everything bearing on the work of a particular trade, some of which may appear in other portions of the plans or Specifications.
- b. If the Contractor elects to enter into any subcontract for any section of the work the Contractor assumes all responsibility for ascertaining that the Subcontractor for the work is competent, licensed, solvent, thoroughly acquainted with all conditions and legal requirements of the work, has included all materials and appurtenances in connection therewith in the subcontract, and has performed its work in strict compliance with the Contract Documents.
- c. It shall be the responsibility of the Contractor to notify each prospective Subcontractor at the time of request for bids of all portions of the Contract Documents, including the General Conditions, Supplementary Conditions and any parts of other sections of Specifications or plans that the Contractor intends to include as part of the subcontract.

6. MASTER MANDATORY PROVISIONS

- a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project and in accordance with best practices.
- b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with good practice and consistent with adjacent or related installations on the Project.
- c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work, shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.

- d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

7. CONTRACTOR

- a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools and appurtenances necessary to perform the work and complete it to the District's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties.
- b. The Contractor shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.
- c. Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor's and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Architect for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.
- d. Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings and Specifications for the completed work. Any cost incurred by the District due to defective or ill -timed work shall be borne by the Contractor.

8. RESPONSIBILITY OF CONTRACTOR

- a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including the work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.
- b. Contractor shall submit Verified Reports as defined in §§4-336 and 4-343 (c), Group 1, Chapter 4, Part I, Title 24, California Code of Regulations (“CCR”). The duties of the Contractor are as defined in §4-343, Group 1, Chapter 4, Part I, Title 24, of the CCR. Contractor shall keep and make available a copy of Title 24 of the CCR at the job site at all times.
- c. Where, because of short supply, any items of fabricated materials and/or equipment, indicated on drawings or specified, are unobtainable and it becomes necessary, with the consent of the District, to substitute equivalent items differing in details or design, the Contractor shall submit complete drawings and details indicating the necessary modifications of the work. This provision shall be governed by the terms of the General Conditions regarding Submittals: Shop Drawings, Cuts and Samples.
- d. With respect to work performed at and near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff, including, but not limited to, ensuring that all of Contractor’s employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

9. SUBCONTRACTORS

- a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law, Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the bid submitted by the Contractor, without the written approval of the District and in conformance with the requirements of the Public Contract Code. The District reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.

- b. The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of the Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

10. PERFORMANCE AND PAYMENT BONDS

- a. As directed in the Notice of Award, the Contractor shall file with the District the following bonds, using the bond forms provided with these Contract Documents:
 - 1) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.
 - 2) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.
- b. Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds within the time specified by the Notice of Award, using the forms provided by the District, may result in cancellation of the award of Contract and forfeiture of the Bid Bond.
- c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Contractor's proposal for the performance of the required work.
- d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within thirty (30) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such thirty (30) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the bid bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which

thereafter may become due the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay, shall have been liable on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.

11. INSURANCE

- a. Contractor shall obtain the following insurance from a company or companies acceptable to District. All required insurance must be written by a company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guides' latest edition. On a case-by-case basis, District may accept insurance written on a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best's Insurance Guides' latest edition. Required documentation of such insurance shall be furnished to the District at the time stated in the Notice of Award. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.
- b. Contractor and all Subcontractors under the Contractor shall participate in and comply with the owner-controlled or wrap-up insurance program (OCIP) In addition, Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:

The location of the Work is **Marin Community College District – Indian Valley Campus ("the Site")**.

Contractor:

| | |
|------------------------------|--------------------|
| Workers Compensation | Per applicable law |
| Employer's Liability | \$1,000,000 |
| Commercial General Liability | |
| Per Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |
| Automobile | |
| Per Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |

Subcontractors:

| | |
|------------------------------|--------------------|
| Workers Compensation | Per applicable law |
| Employer's Liability | \$1,000,000 |
| Commercial General Liability | |
| Per Occurrence | \$1,000,000 |

| | |
|----------------|-------------|
| Aggregate | \$2,000,000 |
| Automobile | |
| Per Occurrence | \$1,000,000 |
| Aggregate | \$2,000,000 |

These policies shall include the following coverage:

- 1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage's afforded shall apply as though separate policies have been issued to each insured.
- 2) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

c. Endorsements:

- 1) The Public Liability Policy specified above shall be endorsed with the following specific language:

"The Marin Community College District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, death or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract."

- 2) The certificates must state that the insurance is under an occurrence based, and not a claims-made, policy (policies). Both the Public Liability Policy and the Builders' Risk Policy specified above shall be endorsed with the following specific language:
 - i. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
 - ii. Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the District by certified mail.

d. Documentation:

Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: signed certificates of insurance showing the limits of insurance provided and copies of specific endorsements for each

policy. Certified copies of all policies shall be provided to the District upon request. If Contractor fails to submit the required documentation for all coverage required by this Contract within ten (10) calendar days following the issuance of the Notice of Award, the District may acting in its sole discretion, rescind the Notice of Award and the Contract, and the Contractor shall forfeit its bid security.

- e. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.
- f. Workers' Compensation Insurance:
 - 1) Within ten (10) days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ, have procured, for the period covered by the proposed Contract, full Workers' Compensation insurance and employer's liability with limits of at least \$1,000,000 with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Contract in accordance with the Workers' Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the "Act"). Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.
 - 2) If the Contractor fails to maintain such insurance, the District may take out compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.
 - 3) If an injury occurs to any employee of the Contractor for which the employee, or the employee's dependents in the event of the employee's death, is entitled to compensation from the District under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this Contract, an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct

and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.

- 4) The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

12. CODES AND REGULATIONS

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of California Code of Regulations Title 24, the applicable Building Code, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations, and shall promptly notify the Architect of any discrepancies.
- b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety, and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect, and as may be required by federal or state law.
- c. If the work under this Contract is for the construction of a school building as defined by the Education Code, then the following provisions shall apply to the Contract:
 - 1) All work shall be executed in accordance with the current requirements of the Education Code and California Code of Regulations: Title 24 and Title 19. No deviations from the DSA approved plans and Specifications will be permitted except upon a Change Order or Addenda, signed by the District and Architect and approved by the Division of the State Architect and the State Fire Marshal, if applicable.
 - 2) The Division of State Architect shall be notified 48 hours in advance of the first pour of concrete.

13. PERMITS AND TAXES

- a. The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these

Contract Documents. The Contractor shall notify District sufficiently in advance to submit requests for service to the appropriate utility companies so as to insure connections or installation of utility services in accordance with the Project schedule.

- b. The Contractor shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax. Contractor shall not pay Federal Excise Tax on any item in this Contract.

14. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Bid. The Contractor shall indemnify, defend, and hold harmless the District, its Governing Board, the Architect, and their officers and employees, from all claims or liability, including costs and expenses, which may arise from the use on this Project of any patented or copyrighted materials, equipment, or processes.

15. SAFETY AND FIRE PREVENTION

- a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project. The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.
- b. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protections procedures. A copy of the MSDS shall also be submitted directly to the District.
- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other Contractor except with the written consent of the Architect, nor overload any new or existing

structures by the placing or storage of materials, equipment, or other items thereon, and if necessary, shall provide calculations proving the safety in so doing.

- d. If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of adequate level to properly prosecute the work, to permit the thorough inspection of same, and to ensure the safety of workers and others.
- e. Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

16. HAZARDOUS MATERIALS

This Contract includes the removal, handling, or disturbance of any hazardous substances or materials encountered with new construction or on the Project grounds. When such substances or materials are encountered, the Contractor shall take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the law.

a. General

- 1) No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to further this construction.
- 2) Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremo-lite or actinolite.
- 3) Any or all material containing greater than one tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.
- 4) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.
- 5) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work shall be removed by the Contractor at no additional cost to the District.

b. Decontamination and Removal of hazardous material from prior work

- 1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (“EPA”).
- 2) The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos subject to the approval of the District.
- 3) The asbestos consultant shall be chosen and approved by the District, which shall have sole discretion and final determination in this matter.
- 4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. Hold Harmless

- 1) Interface of work under this Contract with work containing asbestos shall be executed by the Contractor at Contractor’s risk and at Contractor’s discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this Contract the Contractor acknowledges the above and agrees to hold harmless, as set forth in the indemnity provisions of this Contract, the District, its employees, agents and assigns for all asbestos liability which may be associated with this work and agrees to instruct Contractor’s employees with respect to the above mentioned standards, hazards, risks and liabilities.
- 2) The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that Contractor has instructed Contractor’s employees and agents with respect to the above mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the Contract Documents.

d. Certification

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law shall not be used in construction.

17. TEMPORARY FACILITIES

- a. The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate

for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.

- b. The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service or work.
- c. The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the Project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore said premises and property to their original condition.
- d. See Supplementary General Conditions and/or specifications for requirements concerning temporary sanitary facilities and utilities.

18. SIGNS

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the Supplementary General Conditions.

19. TIME

- a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall prosecute the work diligently and regularly at such a rate of progress to ensure completion of this Project within, or sooner than, the time specified.
- b. The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order the equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.
- c. The Contractors and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will

complete the Project within or sooner than the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the District until the work is progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner and according to the Project schedule is considered a breach of Contract shall be cause for termination of the Contract.

20. CONSTRUCTION SCHEDULE

- a. Within ten (10) calendar days after the Award of Contract, the Contractor shall prepare and submit to the Architect and District an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The schedule shall include the work of all trades necessary for construction of the Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.
- b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.
- c. The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the District and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective accomplishment of the entire Project.

21. DELAYS AND TIME EXTENSIONS

- a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with the District, priority of a

governmental agency for materials or equipment, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.

- b. A request for extension of time and compensation related thereto shall be made in writing to the District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional time period. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for a delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.
- c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to the District the actual substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces or equipment.
- d. The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the District of the right to collect liquidated damages for other delays or of any other rights to which the District is entitled.

22. Computation of Time / Adverse Weather

The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor and only if all of the following conditions are met:

- a) The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;
- b) Contractor can verify that the Adverse Weather caused delays in excess of five hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;
- c) The Contractor's crew is dismissed as a result of the Adverse Weather;
- d) Said delay adversely affects the critical path in the Construction Schedule; and
- e) The number of days of delay for the month exceeds those indicated below.

If the aforementioned conditions are met, a day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

23. WEATHER DAYS

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

| | | | |
|----------|-----------|-----------|-----------|
| January | 11 | July | 0 |
| February | 10 | August | 0 |
| March | 10 | September | 1 |
| April | 6 | October | 4 |
| May | 3 | November | 7 |
| June | 1 | December | 10 |

24. LIQUIDATED DAMAGES

- a. Should the Contractor fail to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains uncompleted beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor may also be assessed liquidated damages for failure to meet milestones specified in the Contract Documents, regardless of impact on overall Project completion. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond the time for Final

Completion is due to acts of the District. It is expressly stipulated and agreed by Contractor and District that it would be impractical and extremely difficult to fix the actual amount of damages.

- b. Any money due or to become due the Contractor may be retained to cover liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties.
- c. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated damages as set forth in this section.
- d. The assessment of Liquidated Damages does not otherwise limit the right of the District to claim a loss or damages incurred by the District for reasons other than delay (e.g. damages due to defective work).

25. DISTRICT'S RIGHT TO STOP WORK; TERMINATION OF SUSPENSION OF THE CONTRACT

a. District's Right to Stop Work:

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor's failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

- 1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the District may give the Contractor and Contractor's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar

days after the serving of such notice upon the Contractor and Contractor's Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor and Contractor's Surety.

- 2) In the event of termination for cause, in addition to all remedies available to the District, the Contractor's Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date issuance of such notice of termination, the District may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the District deems advisable. The Contractor and Contractor's Surety shall be liable for any excess cost occasioned the District thereby, and in any such event the District may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. Termination of Suspension for Convenience:

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience, following three (3) days written notice to the Contractor. In the event of termination or suspension for convenience, Contractor shall have no claims against the District, except:

- 1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and
- 2) Five percent (5%) of the total cost of the work performed as of the date of notice of termination or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all Contractor's lost profits and other damages resulting from the termination of suspension for convenience.

26. ASSIGNMENT OF CONTRACT

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its Surety of their responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is

promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

27. COORDINATION WITH OTHER CONTRACTS

- a. The District reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interface with the work of other contractors, or that of the District. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the District on account of delay, hindrance, interference or other such events caused by a separate contractor.
- b. If any part of this Contractor's work depends upon the work of a separate contractor, Contractor shall inspect such other work and promptly report in writing to the District any defects in such other work that render it unsuitable to receive the work of Contractor. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work, except as to defects which the Contractor could not have detected through the reasonable inspection of the other contractor's work prior to execution of Contractor's work.
- c. If Contractor is aware of a current or potential conflict between Contractor's work and the work of another contractor on the site, and is unable to informally resolve the conflict directly with the contractor, Contractor shall promptly provide written notice to the District and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict.
- d. If, through Contractor's negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the District, on account of any damage alleged to have been so sustained, the District shall notify the Contractor, who shall defend such proceedings at Contractor's own expense and save harmless and indemnify the District any such claim.

28. SUBMITTALS: SHOP DRAWINGS, CUTS AND SAMPLES

- a. One electronic copy (1) of shop drawings, specified by the District shall be submitted to the District for all items for which they are required by the plans and specifications. Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.
- b. In addition to information furnished as common practice, submittals shall contain the Project name and location, Contractor's name and address, Subcontractor's or supplier's name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or the Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fit of the items submitted. If necessary, the Contractor make any corrections required and resubmit with all due haste in the same number as initially required.
- c. Review of submittals, shop drawings, cuts or samples by the District shall not relieve the Contractor from complying with the requirements of the Contract Documents.
- d. Any materials or equipment installed without approval shall be at the Contractor's own risk, and Contractor may be required to remove any such materials or equipment and install the specified items at Contractor's own cost, including repairs to adjacent work.

29. PAYMENTS

a. Cost Breakdown:

Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the District to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. Scope of Payment:

Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract, shall be full

compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the Specifications, all work required under the item or under the Contract, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of said work.

c. Progress Payments:

The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of the District. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to ninety (90) percent of said approved estimate. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Contract Documents, the Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor.

d. Final Payment:

Within thirty (30) days after all required work is full completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, amounts retained as liquidated damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved claim. Contractor's acceptance of the Final Payment shall operate as a full and final

release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this contract.

e. Payments Do Not Imply Acceptance of Work:

The granting of any progress payment or payments by the District or the receipt thereof by the Contractor, shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

f. Retention of Sums Charged Against Contractor:

It is mutually understood and agreed that when under any provision of this Contract the District shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the District from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the District's charges against the Contractor, the District shall have the right to recover the balance from the Contractor or the Contractor's Sureties.

g. Release:

The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

h. Payment to Subcontractors and Suppliers:

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above.

i. Stop Notice Costs:

District reserves the right to charge Contractor or Surety, or to withhold from release of retention all costs incurred by the District, including attorney fees, for processing and handling stop notice claims.

30. MODIFICATIONS OF CONTRACT

a. Changes In The Work:

- 1) The District, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work ("Modifications"), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.
- 2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor's schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten percent (10%) of the original Contract price.
- 3) In the case of a disputed work item, the District may direct the Contractor to perform the disputed work at no additional cost to the District on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 50, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the District's directive. Contractor's failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, District may, in its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor's sole expense, and may deduct the cost of such work from the Contract price.

b. Cost Breakdown:

When the Modification is proposed, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor,

taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

1) Limitations Where Contract Price Changes are Involved:

- (a) Overhead and Profit for the Contractor. The Contractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification.
- (b) Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes, etc.) will be allowed, but with no markup for profit and overhead.
- (c) Taxes. State and city sales taxes should be indicated. Federal excise tax shall not be included. (District will issue exemption on request.)

2) Change Order Certification:

All change orders and requests for proposed change orders shall be deemed to include the following certification by the Contractor:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§ 12650 *et seq.* It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Governing Board of the District.

"It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived."

c. Unit Prices, Schedule of Values, or Allowances:

Where Unit Prices, a Schedule of Values, and/or Allowances are required by the Contract Documents, that pricing shall govern in computing any additions to or deductions from the Contract price on account of any added or omitted work. Unit Prices listed in the original bid include all costs and no addition of any description will be allowed.

d. Time and Materials:

If it is impossible, because of the nature of the work, or for any other reason, to fix an increase in price definitely in advance, the Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items (1) to (5) inclusive:

1. Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.
2. Material, including sales taxes and other taxes pertaining to materials.
3. Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.
4. Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to (3) inclusive.
5. The proportionate cost of premiums on bonds required by these Specifications, computed at one and one-half percent (1-1/2%) of the total of items (1) to (4) inclusive.

If the Time and Materials work is done by a Subcontractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The Contractor's overhead and profit on the costs of subcontracts (exclusive of taxes and insurance) shall not exceed ten percent (10%) of such costs.

The District reserves the right to furnish such materials as it may deem expedient and no allowance will be made for profit thereon. The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material which, in the judgment of the District, may properly be classified under items for which prices are established in the Contract.

e. Oral Modifications:

No oral statements of any person whatsoever shall in any manner or degree modify or otherwise affect the terms of the Contract.

31. INDEMNITY

Contractor shall defend with counsel acceptable to District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, Architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to California Public Contract Code §9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

32. WARRANTY OF TITLE

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

33. USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof, including, but not limited to, the right to assess liquidated damages. Such use shall neither relieve the Contractor of any of Contractor's responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all

insurance, including Builder's Risk insurance, on the entire Project, and diligently pursue full completion of the work.

34. GUARANTEE & WARRANTY

By signing this Contract, Contractor agrees to the following guarantee and warranty:

Guarantee & Warranty

Contractor hereby guarantees and warrants its work on the Project for a period of two (2) years from the date of the filing of Notice of Completion as follows.

Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor's failure to comply with the above-mentioned obligations within ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor's expense, and Contractor shall pay the costs and charges therefore upon demand. The Surety agrees to be responsible for these costs and charges as well.

35. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for each operation and all work the Project, both permanent and temporary. The Contractor shall protect the work and materials from damage due to negligence, the action of the elements, the carelessness of third parties, vandalism, or any other cause whatever, until the final completion and acceptance of the Project. Should improper work by the Contractor be covered by another and damage or defects result, the whole work affected shall be made good by the Contractor to the satisfaction of the District without expense to the District. The Contractor shall take reasonable care to avoid damage to existing facilities or utilities, whether on the Project or adjacent to it, and Contractor shall be liable for any damage thereto or interruption of service due to Contractor's operations. If the Contractor encounters any facilities or utilities not shown on the drawings or not reasonably inferable therefrom, Contractor shall promptly notify the District about them, and shall do no further work which may

cause damage to same. If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be handled by Change Order.

- b. The property limits of the area of the Project are indicated on the drawings. Except for work specifically shown or noted, Contractor shall confine Contractor's operations within the indicated property limits. The Contractor shall provide, install, and maintain all shoring, bracing and underpinning necessary to support adjacent property, streets, buildings and structures that may be affected by building operations for this work; shall serve or cause to be served all legal notices to adjoining property Districts that may be necessary for their protection; and shall protect from damage all adjacent buildings, fences, landscaping, and repair or replace any such property damaged in the course of work under the Contract.

36. USE OF ROADWAYS AND WALKWAYS

The Contractor shall not unnecessarily interfere with use of any roadway; walkway or other facility for vehicular or pedestrian traffic by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Contract Documents.

37. MATERIALS

- a. Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method of installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.
- b. Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of the notice inviting bids.

- c. None of the materials to be provided furnished or installed on this Project shall contain asbestos or any other "hazardous substance" as that term is defined by federal or state law.

38. SUBSTITUTIONS

- a. Wherever in the drawings or Specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the District to make a thorough evaluation of the proposed substitution. The District's decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the District.
- b. Proposed substitutions shall be submitted sufficiently before actual need to allow time for thorough evaluation. Substitutions shall not be proposed for the reason that submittals were not made early enough to avoid delay. District's review of substitutions shall not relieve the Contractor from complying with the requirements of the drawings and Specifications.
- c. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the District's approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the District for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design, plus reasonable and customary mark-ups.

39. TESTING

- a. Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor's expense, including any repairs or replacement resulting therefrom. The Contractor shall notify the District when and where such materials, equipment or other work are ready for testing, and Contractor shall bear the cost of making them available for testing. The Contractor shall notify the District sufficiently before the need for testing so as to cause no

delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.

- b. The cost of initial tests called for will be paid by the District and will be performed by independent testing consultants retained by the District. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the Contractor, including any repairs or replacement resulting therefrom.

40. INSPECTION

- a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The District's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the above-named persons having authority over the work. The cost review time and analysis by the District consultants necessitated by incomplete or defective work shall be charged to the Contractor.
- b. Inspection and testing by the District or representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.
- c. Whenever required by the District, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction of the work shall be paid by Change Order unless the Contractor improperly covered the work before it could be inspected or tested. If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, Contractor shall seek written approval from the District at least forty-eight (48) hours before the commencement of such work.

41. CLEANUP

- a. The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor

shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

- b. Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations normally required on newly installed work shall be taken to indicate the finished conditions of the various new and existing surfaces at the time of acceptance. Prior to the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the Project. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect and District. The exterior of the buildings, playfields, exterior improvements, and planting spaces shall be similarly clean and in good order.

42. CONSTRUCTION WASTE MANAGEMENT REQUIREMENTS

- a. District's Zero-Waste Program Initiative

- 1) The District is rigorously implementing sustainability initiatives that reduce, reuse, and recycle District materials.
- 2) The relevance of this important initiative is for the District to employ environmentally responsible Zero-Waste recycling strategies for all discarded materials; and in this pursuit formulate relationships with vendors, contractors and refuse haulers to keep District recyclable commodities away from landfills.

- b. Contractor Scope

- 1) This Article includes the requirements for the diversion by the Contractor of construction and demolition debris from landfills. The Contractor shall develop and implement a Waste Management Plan as specified herein. The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort.
- 2) The District has established that this Project shall generate the least amount of waste practicable and that processes shall be utilized that ensure the generation of as little waste as possible due to over-packaging, error, poor planning, breakage, mishandling, contamination or other factors.

- 3) As much of the waste materials as economically feasible shall be reused, salvaged or recycled. Waste disposal in landfills shall be minimized.
- 4) The Contractor is encouraged to use waste hauling companies that separate recyclable materials. The Contractor shall work with its waste haulers in providing other recycling methods as appropriate.
- 5) The Contractor is responsible for implementation of any special programs involving rebates or similar incentives related to the recycling of waste. Revenues or other savings obtained for salvage or recycling accrue to the Contractor.

b. References

- 1) "Builders' Guide to Reuse and Recycling, A Directory for Construction and Demolition Materials."
- 2) "Construction Site Recycling, a Guide for Building Contractors." For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.
- 3) "Where to Recycle Construction and Demolition Debris." For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.

c. Definitions

- 1) General: Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work.
- 2) "Divert" means to use material for any lawful purpose other than disposal in a landfill or transfer facility for disposal.
- 3) "Recycling Service" means an off-site service that provides processing of material and diversion from a landfill.
- 4) "Hauler" means the entity that transports construction and demolition debris to either a landfill or a recycling service.

d. Compliance with regulatory requirements:

- 1) The Contractor shall perform all handling, storage, transportation and disposal of construction debris in compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.
- 2) Nothing stated on the drawings, in this Article 40 or in any other provision of the Contract Documents shall be construed as allowing work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

e. Performance Requirement

1. The Contractor shall divert a minimum of fifty percent (50%) of the total Project construction and demolition waste from landfills.

f. Quality Control

1. General:

- i) The Contractor shall not permit materials designated for diversion to become contaminated or to contaminate the site or surrounding areas.

2. Training and Coordination:

- i) The Contractor shall designate an on-site party [or parties] who will be responsible for instructing workers and subcontractors, and overseeing and documenting results of the Waste Management Plan for the Project.
- ii) The Contractor shall furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, and the District's representative.
- iii) The Contractor shall include construction waste management as an item on the agenda of all progress meetings.

3. The Waste Management Plan:

- i) The Contractor shall prepare a Waste Management Plan for diverting the specified percentage of construction debris from landfills, including written and graphic information indicating how the waste will be diverted.
- ii) Include in the plan both on-site recycling of construction and debris and off-site diversion from landfills.
- iii) Identify the means and methods for collecting and separating each type of debris deemed reusable or recyclable.
- iv) List the off-site recycling service and hauler of each designated debris item who has agreed to accept and divert that item from the landfill in the proposed quantities anticipated. List the service and hauler company name, address, telephone number and persons contacted.
- v) List the name of the individuals on the Contractor's staff responsible for waste prevention and management.
- vi) List the actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.
- vii) Describe the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site an equipment to be used for processing, sorting, and temporary storage of wastes.
- viii) Characterize the waste to be generated, including estimated types and quantities. Name the landfills and/or incinerator to be used.
- ix) List the specific waste materials that will be salvaged for resale, salvaged and reused on the Project, salvaged and stored for reuse on a future project, or recycled. Recycling facilities that will be used shall be identified by name, location and phone number.

The Contractor shall submit the Plan to the District within ten (10) calendar days after receipt of the Notice to Proceed, or prior to any waste removal, whichever occurs first. The Contractor shall promptly revise and resubmit the Plan as required by the District. Review of the Contractor's Waste Management Plan will not relieve the Contractor of

responsibility for compliance with applicable environmental regulations or meeting Project diversion requirements.

g. Plan Implementation

- 1) The Contractor shall implement the approved Waste Management Plan.
- 2) The Contractor shall maintain a log of each load and of each category of waste that is diverted from the landfill. The Contractor shall separately log the debris sent to a Class III landfill and materials sent to a recycling facility.
- 3) The Contractor shall include in the log the type of load, load weight, name of the hauling service, recycling service or landfill, and the date accepted by the recycling service or by the landfill.
- 4) The Contractor shall retain and make available all weight tickets and copies of receipts and invoices relating to the implementation of the Plan.
- 5) The District reserves the right to audit the log at any time.

h. Material Handling

- 1) Designate a specific area or areas on site to facilitate the separation of materials for potential reuse, salvage, recycling, and return. Clearly mark bins for each category of waste.
- 2) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.

i. Contractor's Responsibilities

- 1) Provide on-site instruction of the appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- 2) Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvage-ability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management. Provide barriers and enclosures around recyclable material storage areas which are non-hazardous and recyclable or reusable and which shall be located away from construction traffic. Provide adequate space for pick-up and delivery. Use cleaning materials that are non-hazardous and biodegradable.

43. INSTRUCTIONS AND MANUALS

The maintenance instructions application/installation instructions and service manuals called for in the Specifications shall be part of the District furnished equipment

44. AS-BUILT DRAWINGS

The Contractor and all his Subcontractors will maintain on the work site a separate complete set of contract drawings, which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, ductwork, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the District. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the District for review and approval within thirty (30)-calendar days after District's Notice of Completion. District's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

45. SUBSTITUTION OF SECURITIES

a. Pursuant to Public Contract Code §22300, Contractor may request in writing that it be allowed at its own expense to substitute securities for moneys withheld by District to ensure performance under this Contract. Only securities listed in Government Code §16430 and bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District shall qualify under this Article. Securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent. Upon satisfactory completion of the Contract and on written authorization by the District, the securities shall be returned to Contractor. Contractor shall be the beneficial District of said securities and shall receive any interest thereon. The Contractor may alternatively request District to make payment of retentions earned directly to the escrow agent at the expense of the Contractor.

b. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for above for securities deposited

by Contractor. Upon satisfactory completion of the contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The Contractor shall pay to each Subcontractor, not later than twenty (20) days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention.

- c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code §22300 and shall be subject to approval by District's counsel.

46. NO DISCRIMINATION

It is the policy of the District that, in connection with all work performed under this public works contracts, there shall be no discrimination against any prospective or active employee or any other person engaged in the work because of actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, sex, gender, sexual orientation, age, physical or mental disability, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code §12900, Government Code §11135, and Labor Code §§1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any Subcontractors employed on the work.

47. LABOR STANDARDS

a. Work Hours:

In accordance with California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by California Labor Code §1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

b. Penalty:

Contractor shall forfeit to District as a penalty the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which said worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week in violation of Article 3, Division 2, Part 7, Chapter 1 of the California Labor Code.

c. Employment of Apprentices:

Contractor agrees to comply with Labor Code §§1773.3, 1777.5 and 1777.6, and 3077 *et. seq.*, each of which is incorporated by reference into this Contract. These sections require that Contractors and Subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, unless an exception is granted and that Contractors and Subcontractors shall not discriminate against otherwise qualified employees as apprentices on any public works solely on the ground of actual or perceived race, religion, color, national origin, ethnic group identification, sex, gender, sexual orientation, age, or physical or mental disability. Only apprentices who are in training under written apprenticeship occupations shall be employed. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

- d. The Contractor shall be knowledgeable of and comply with California Labor Code §§1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments thereto; each of these sections is incorporated by reference into this Contract.

48. GENERAL RATE OF PER DIEM WAGES

- a. On File:

As required by Labor Code §1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. Contractor shall post a copy of the document at each job site.

- b. Prevailing Wage Rate:

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code §§1771 and 1774 and §16000(a) of Title 8, California Code of Regulations.

- c. Penalty:

In accordance with §1775 of the Labor Code, the Contractor shall forfeit to the District as penalty, the sum of fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates, as determined by the Director of the California Department of Industrial Relations, for any work done under this Contract by Contractor or by any Subcontractor. Contractor shall also pay each worker the difference between the stipulated prevailing wages rates and the amount actually paid to such worker.

49. RECORD KEEPING

- a. The Contractor agrees to comply with the provisions of §§1776 and 1812 of the Labor Code. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers. These records shall be certified and shall be open at all reasonable hours to the inspection of the District awarding the Contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Law Enforcement of the State Department of Industrial Relations, and his or her other deputies and agents.
- b. In addition, copies of the above records shall be available as follows:
 - 1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request;
 - 2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations;
 - 3) A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided, the requesting party shall, prior to being provided the records, reimburse the costs of the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- c. The Contractor shall file a certified copy of the records with the entity requesting the records within ten days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

- d. The Contractor shall inform the District of the location of the records, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- e. In the event of noncompliance with the requirements of this section, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, the Contractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) 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, these penalties shall be withheld from progress payments then due.
- f. Responsibility for compliance with this provision shall be with the Contractor.

50. PROJECT COMPLETION

- a. When the work to be performed under this Contract has been fully completed, the Contractor shall notify the District, in writing, setting a date for inspection. The Contractor and Subcontractor representatives shall attend the inspection. As a result of this inspection, the District will prepare a list of items ("punch list") that are incomplete or not installed according to Contract Documents. Failure to include items of this list does not relieve the Contractor from fulfilling all requirements of the Contract Documents.
- b. The District will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. On completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, so that Final Completion has been achieved to the District's satisfaction, the District will file a Notice of Completion with the County Recorder. Payment of retention from the Contract, less any sums withheld pursuant to the terms of this Contract or applicable law, shall not be made sooner than thirty-five (35) calendar days after the date of filing of Notice of Completion.

51. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Public work claims of \$375,000 or less between Contractor and District are subject to the provisions of Article 1.5 (commencing with §20104) of Chapter 1 of Part 2 of the Public Contract Code ("Article 1.5 claim"). For purposes of this section and Article 1.5, "public work" has the same meaning as set forth in §§3100 and 3106 of the Civil Code; "claims" means a separate demand by Contractor for a time extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Contract and payment of which is not

otherwise expressly provided for or the claimant is not otherwise entitled to or the amount of the payment which is disputed by the District.

- b. All Article 1.5 claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within forty-five (45) days of receipt of claim if the claim is less than or equal to \$50,000 ("50,000 claim") or within sixty (60) days if the claim is over \$50,000 but less than or equal to \$375,000 ("50,000 - \$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim, which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District's written response to the claim shall be submitted to Contractor within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000 - \$375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- c. Within fifteen (15) days of receipt of the District's response, if Contractor disputes the District's written response, or within fifteen (15) days of the District's failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by District within thirty (30) days. Following the conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.
- d. Pursuant to Public Contract Code §20104.2(f), this section does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
- e. If a civil action is filed, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days of the commencement of the mediation unless time is extended upon a good cause showing to the court or

by stipulation of the parties. If the parties fail to select a mediator within the fifteen (15) day period, any party may petition the court to appoint the mediator.

- f. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code §20104.4 (b)(1) through (b)(3).
- g. For any claim in excess of \$375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within sixty (60) days of submittal of any such claim. Judicial arbitration is not required for claims in excess of \$375,000.
- h. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issued raised in the claim.
- i. “The date of Final Payment,” as used in this Article 50, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code §7107 regardless of whether any payment is made to the Contractor at that time.
- j. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

52. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies all of the following:

- 1) Contractor is aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
- 2) Contractor is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:
 - a) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions that will be taken against employees for a violation of the prohibition.
 - b) Establishing a drug-free awareness program to inform employees about all of the following
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor’s policy of maintaining a drug-free workplace;

- (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations.
- c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by subdivision a) above, and that as a condition of employment by Contractor in connection with the Work on the Project, the employee agrees to abide by the terms of the statement.
- 3) Contractor understands that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of Government Code §§8350 et seq., the Contract is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of Government Code §§8350 et seq.

53. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject, which are in effect as of the date of this Contract.

54. GENERAL PROVISIONS

- a. Assignment and Successors:
Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party's prior written consent. The Contract Documents are binding on the heirs, successors, and permitted assigns of the parties hereto.
- b. Third Party Beneficiaries:
There are no intended third party beneficiaries to the Contract.
- c. Choice of Law and Venue
The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the Project is located, and no other place.
- d. Severability

If any provision of the Contract Documents are determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. Entire Agreement

The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. Waiver

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

g. Headings

The headings in the Contract Documents are included for convenience only and shall neither affect the construction or interpretation of any provision in the Contract Documents nor affect any of the rights or obligations of the parties to the Contract.

END OF DOCUMENT

SUPPLEMENTARY GENERAL CONDITIONS

1. **TEMPORARY FACILITIES**

a. **Sanitary Facilities**

Contractor and its subcontractors, vendors, delivery personnel, etc. shall not use the District's sanitary facilities. Contractor to provide and maintain on a regular basis temporary toilets (minimum one for each gender), lavatories and sinks for Contractor use per OSHA guidelines. Units shall be placed in a location pre-approved by the District.

b. **Temporary Fencing**

Contractor shall provide temporary fencing around the work to ensure the safety of faculty, staff, students and visitors. Fencing shall have windscreen in green or black. Contractor shall be responsible for maintaining the fencing during the entire project. Contractor shall modify and/or move temporary fencing at the request of the District.

c. **Temporary Protection of Existing Structures**

Contractor shall provide the necessary materials and labor to protect the Work and the existing facility and structure in the event of a rain event.

2. **CONTRACTOR COORDINATION**

a. Contractor shall coordinate the Work and use of the site with other Contractors performing demolition work to adjacent buildings.

b. District Fall classes and functions will be in session from August 21, 2017 to December 15, 2017. Final examinations are schedule for December 11 to December 15, 2017.

c. Work hours and deliveries are from 7:00am to 7:00pm Monday to Friday. 9:00am to 7:00pm Saturdays with 72 hours notice and District approval.

HAZARDOUS MATERIALS

PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be material that is hazardous waste or hazardous material, 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;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.
- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required

under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.
- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;

- (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
- (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to

an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

NOTICE OF AWARD

To:

Project Description: **Building 18 Roof Replacement Project #I26-35610 Indian Valley Campus**

The District has considered the bid submitted by you for the above described work in response to its Notice Inviting Bids, dated _____.

You are hereby notified that your bid has been accepted for items in the amount of:

(\$ _____).

You are required by the Information for Bidders to execute the Agreement and furnish the Performance Bond and Payment Bond (if Contract Price is \$25,000 or more), and certificates of insurance within ten (10) days from the date of receipt of this Notice.

If you fail to execute the Agreement and to furnish the bonds within ten (10) days from the date of receipt of this Notice, District will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this _____ day of _____, 2017.

By _____
Authorized District Signature

Receipt of this above Notice of Award is hereby acknowledged by:

_____, this is the _____
day of _____, 2017.

By _____

Title _____

END OF DOCUMENT

NOTICE TO PROCEED

To:

Date:

PROJECT: **Building 18 Roof Replacement #I26-35610 Indian Valley Campus**

You are hereby notified to commence work in accordance with the Agreement dated,
_____, 2017, on or before _____, 2017, and you
are to complete the work _____ consecutive calendar days thereafter.

Authorized District Signature

END OF DOCUMENT

SEX OFFENDER REGISTRATION ACT CERTIFICATION

PROJECT/CONTRACT NO.: Building 18 Roof Replacement – I26-35610 between the Marin Community College District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This certification provides notice to the Contractor that:

- Penal Code section 290.01 requires every person required to register pursuant to sections 290 to 290.009, inclusive, of the Sex Offender Registration Act who is carrying on a vocation at the community college for more than fourteen (14) days, or for an aggregate period exceeding thirty (30) days in a calendar year, shall, in addition to the registration required by the Sex Offender Registration Act, register with the campus police department within five working days of commencing employment at that community college on a form as may be required by the Department of Justice. The terms “employed or carries on a vocation” include employment whether or not financially compensated, volunteered, or performed for government or educational benefit.
- If the community college has no campus police department, the registrant shall instead register with the police of the city in which the campus is located or the sheriff of the county in which the campus is located if the campus is located in an unincorporated area or in a city that has no police department, on a form as may be required by the Department of Justice.
- The registrant shall also notify the campus police department within five (5) working days of ceasing to be employed, or ceasing to carry on a vocation, at the community college.

Contractor hereby acknowledges, under penalty of perjury, that it is aware of the provisions of section 290.01 of the Penal Code, and it will provide notice of the above provisions to all of its employees, subcontractors, and employees of subcontractors regardless of whether they are designated as employees or acting as independent contractors of the Contractor at least five (5) working days before commencing the performance of the Work of this Contract.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: Building 18 Roof Replacement #126-35610 between Marin Community College District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person’s or organization’s policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: Building 18 Roof Replacement #126-35610 between Marin Community College District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Building 18 Roof Replacement #I26-35610 between Marin Community College District (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Building 18 Roof Replacement #I26-35610

Check option that applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the _Marin Community College School District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Marin Community College District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Building 18 Roof Replacement #I26-35610 (Project Name/Project Number)

("Project" or "Contract") which Contract dated _____, 2017, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2017.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Marin Community College District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Building 18 Roof Replacement #I26-35610 (Project Name/Project Number)

("Project" or "Contract") which Contract dated _____, 2017, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a

reasonable attorney’s fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2017.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 2017 by and between the MARIN COMMUNITY COLLEGE DISTRICT ("District") and _____ ("Contractor"), whose place of business is _____.

RECITALS:

- 1. District and Contractor entered into PROJECT/CONTRACT NO.: Building 18 Roof Replacement #I26-35610 ("Contract" or "Project") in the County of Marin, California.
- 2. The Work under the Contract has been completed.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT

- 3. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum \$ _____

Modified Contract Sum \$ _____

Payment to Date \$ _____

Liquidated Damages \$ _____

Payment Due Contractor \$ _____

- 4. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$ _____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
- 5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, all its respective

agents, employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

| <u>Claim No.</u> | <u>Description of Claim</u> | <u>Amount of Claim</u> | <u>Date Claim Submitted</u> |
|------------------|-----------------------------|------------------------|-----------------------------|
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |
| _____ | _____ | \$ _____ | _____ |

[If further space is required, attach additional sheets showing the required information.]

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.
10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

MARIN COMMUNITY COLLEGE DISTRICT

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

END OF DOCUMENT

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the Building 18 roof replacement ("Work" of Contractor) which Contractor installed for the Marin Community College District ("District") for the following project:

PROJECT: Building 18 Roof Replacement #I26-35610

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of _____ year(s) from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 2017.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than seven (7) days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

NAME: _____

ADDRESS: _____

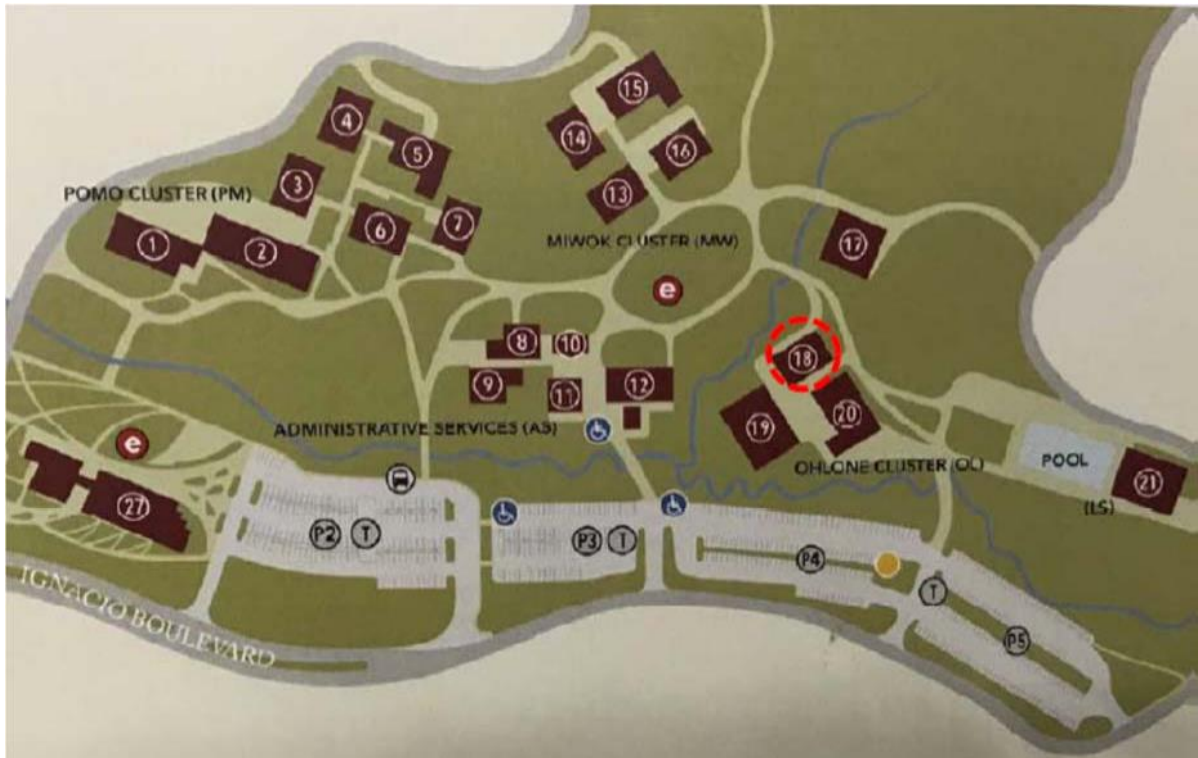
PHONE NO.: _____

END OF DOCUMENT



AMERICAN COMPLIANCE SERVICES, LLC

LIMITED ASBESTOS AND LEAD SURVEY Indian Valley Campus (IVC) Building 18 Roof



PREPARED FOR:

Mr. Greg Nelson
College of Marin
835 College Avenue
Kentfield, CA 94904-2551

PREPARED BY:

American Compliance Services, LLC
554 Morning Glory Drive
Benicia, California 94510

DATE PREPARED:

July 31, 2017

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SECTION I EXECUTIVE SUMMARY

On July 26, 2017 American Compliance Services, LLC (ACS) conducted a limited asbestos and lead survey of the roofing material on Building 18, for the Roof Replacement Project, at the Indian Valley Campus (IVC), in Marin, California. David Kummer and Sofia Corona, Certified Site Surveillance Technicians (CSST's) and CDPH Lead Sampling Technicians, conducted the survey.

SECTION II SCOPE OF WORK

The purpose of this survey was to identify the materials that could contain asbestos and/or lead-based paint or components prior to disturbing the building material during this Roof Replacement Project. ACS sampled the material impacted by the project as indicated by the project manager. **Should the final construction plans change and require penetration into materials not included in this report, additional sampling and analysis will be required at this site.**

SECTION III DEFINITIONS

Material (ACM) if at least one sample collected from the homogeneous area shows asbestos present in an amount greater than one percent (>1%). California Code of Regulations (CCR) 1529 defines Asbestos Containing Construction Material (ACCM) as materials containing greater than one-tenth of one-percent (0.1) asbestos by weight. Under 1529 CCR, materials containing between 0.1 % and 1 % asbestos are still regulated as "other" operations by this standard. The ACCM designation is applicable only to reporting (user registration, temporary worksite notification, and incident reporting).

The removal or disturbance of 100 square feet or more of ACM or ACCM must be performed by a contractor certified by the California Contractor's State License Board to conduct asbestos-related work and/or an employer/contractor registered with the California Division of Occupational Safety and Health (DOSH) to perform asbestos-related work.

NESHAP CATEGORIES

The removal or disturbance of 100 square feet or more of ACM or ACCM must be performed by a contractor certified by the California Contractor's State License Board to conduct asbestos-related work and/or an employer/contractor registered with the California Division of Occupational Safety and Health (DOSH) to perform asbestos-related work.

Friable Materials (RACM) NESHAP defines a friable ACM as any material containing more than one percent asbestos, which when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Category I Non-friable NESHAP defines a Category I non-friable ACM as packing, gaskets, resilient floor covering (except sheet flooring products which are considered friable), and asphalt roofing products which contain more than one percent asbestos.

Category II Non-friable NESHAP defines a Category II non-friable ACM as any material, except for a Category I non-friable ACM, which contains more than one- percent asbestos and cannot be reduced to a powder by hand pressure when dry.

OSHA Definitions

1. **Surfacing Materials** (spray or trowel applied to building members)
2. **Thermal System Insulation** (materials generally applied to various mechanical systems)
3. **Miscellaneous Materials** (any materials which do not fit either of the above categories)

OSHA CLASSIFICATIONS

"**Class I** asbestos work" means activities involving the removal of Thermal System Insulation (TSI) and surfacing ACM and PACM.

"**Class II** asbestos work" means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

"**Class III** asbestos work" means repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed.

"**Class IV asbestos work**" means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, and III activities.

EPA / CDPH Lead Definitions

The CDPH, Title 17, California Code of Regulations, Division 1, Chapter 8, Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards, defines lead based paint as any coating containing lead at or above 1.0 Milligram/Centimeter Squared (mg/cm²) and/or 5,000 parts per million (ppm) of lead or 0.5 % lead by weight or greater. A 24-hour notification is required to OSHA before disturbing lead-based paint.

Disturbing lead-based paint without containment is considered a lead hazard by the EPA and CDPH, and impact to these painted surfaces must be done in accordance with the established regulations and procedures.

Lead contaminated dust means dust levels on interior floors in excess of 40 micrograms per square foot (40 µg/sq. Ft.), 250 µg/sq. Ft. for interior horizontal surfaces, and 400 µg/sq. Ft. for exterior horizontal surfaces.

Lead-contaminated soil means bare soil that contains an amount of lead equal to, or in excess of, 400 parts per million (ppm) in children's play areas and 1,000 ppm in all other areas.

SECTION IV ASBESTOS INSPECTION RESULTS & FINDINGS

ACS collected two samples from the roofing material for asbestos analysis. Sampling locations were chosen to be representative of the homogeneous material. Inspection and sampling procedures were performed in general accordance with the guidelines published by the Environmental Protection Agency (EPA) in 40 CFR Part 763 Subpart E, October 30, 1987. **Asbestos was identified in the following material:**

- **Roof Felt (Brittle / Friable)**

The tables below summarize the sampling results for this building.

Asbestos Sample Results

| SAMPLE NUMBER | MATERIAL DESCRIPTION | SAMPLE LOCATION/ HOMOGENEOUS AREA | NESHAPS / OSHA CATEGORIES | % ASBESTOS | ESTIMATED QUANTITY |
|---------------|----------------------------|--------------------------------------|---------------------------|------------|--------------------|
| 18-1 | Roof Felt Under Wood Shake | Roof | RACM / Class II | 70% CH | 7,000 SF |
| 18-2 | Mastic on Gutters | Roof | NA | ND | NA |

NA: Asbestos classification and estimated quantities are not applicable for non-asbestos containing material; ND: Non-Detect; SF Square Feet; CH: Chrysotile asbestos type.

The Contractor must obtain all building and special permits required for the asbestos abatement work. The work must be performed by an entity that holds a current, valid asbestos handling license issued by the California State Contractor's Licensing Board (SCLB) and a current valid Certificate of Registration for Asbestos-Related Work issued by the California.

SECTION V LEAD INSPECTION RESULTS & FINDINGS

One (1) lead sample was collected for lead analysis from suspect lead roof penetrations. The following material was identified as lead-based:

- **Lead Metallic Sleeves on Roof Pipes**

Lead Sample Results

| Sample # | Description and Location | Results | EPA/CDPH LB Limit |
|----------|--------------------------|--------------------|-------------------|
| 18-P1 | Lead Sleeve on Roof Pipe | 170,000 ppm | 5,000 ppm |

ppm: parts per million; EPA: Environmental Protection Agency; CDPH:CA Department of Public Health; LB: Lead-Based; **Bold** signifies LB

A lead notification to OSHA is required 24 hours prior to removing lead based paint when disturbing 100 square or linear feet or greater. When the lead-based paint identified in this report will be disturbed through remodeling or demolition activities, the contractor must comply with the EPA and CDPH regulations that require containment of lead

hazards so as not to create lead contamination and exposure to bystanders or the environment.

The Cal/OSHA Lead in Construction Standard 1532.1 regulations takes effect when employees disturb lead coatings or materials that contain any detectable levels of lead. California OSHA regulations assume exposures above the Permissible Exposure Level (PEL) where lead coatings or paint with lead at any level is present when “trigger” tasks are performed until an exposure assessment is conducted. The contractor must comply with this regulation when disturbing lead containing paint or materials.

SECTION VI METHODS

ASBESTOS AND LIMITED LEAD INSPECTION

The survey consisted of three major activities: visual inspection and physical assessment, sampling, and quantification of building materials. Following the walkthrough, the inspector collected samples of accessible materials identified as suspect asbestos-containing building materials (ACM). EPA guidelines were used to determine the sampling protocol.

The lead inspection was limited to building material that will be disturbed during building upgrades. The lead samples taken were approximately 2” x 2” inches representing all potential layers. Testing locations were recorded on the floor plan, as provided in the appendix of this report.

QUANTIFICATION

Quantities of accessible and/or exposed building materials that were confirmed to contain asbestos were estimated using field measurements.

ANALYTICAL METHODS

Micro Analytical Laboratory in Emeryville, California performed the Asbestos analysis using Polarized Light Microscopy (PLM) with dispersion staining as described by the method of the determination of asbestos in bulk insulation, EPA/600/R-93/116, July 1993. This is a standard method of analysis in optical mineralogy and the currently accepted method for the determination of asbestos in bulk samples. A suspect material is immersed in a solution of known refractive index and subjected to illumination by polarized light. The characteristic color displayed enables mineral identification. It should be noted that some ACM might not be accurately identified and/or quantified by PLM. As an example, the original fabrication of vinyl floor tiles routinely involved milling of asbestos fibers to extremely small sizes. As a result, these fibers may go undetected under the standard polarized light microscopy method. Transmission Electron Microscopy (TEM) is required for a more definitive analysis of these materials.

Lead analysis was performed by Micro Analytical Laboratory, Incorporated, a NLLAP-accredited laboratory using the approved method for determination of lead in paint-chip samples. The lead analysis was performed using a Flame Atomic Absorption Spectrophotometer (FLAA) (Method 7420). The FLAA was calibrated using a known lead

standard. After the FLAA calibration procedure was completed, the lead-chip samples were analyzed by the FLAA.

A chain-of-custody form submitted with the bulk samples, documented the possession of the samples from the time they were collected until they were analyzed. The original chain-of-custody accompanied the samples at all times. Custody documentation began at the time the sample was collected and a copy of the chain-of-custody record was retained by each transferor.

SECTION VII NOTICE, PERMITS, AND LICENCES

Hazardous materials removed during the abatement activities shall be disposed of in an approved manner complying with all applicable federal, state, and local regulations. The following notices, permits, and licenses are necessary for asbestos abatement work as of the date of this report. The Contractor is cautioned to verify these requirements as applicable to the final project scope and confirm that no new requirements exist.

LOCAL AIR QUALITY BOARD NOTIFICATION

Written notification is required to the Local Area Air Quality Management District at least 10 days prior to beginning any work on specified quantities of friable, Regulated Asbestos-Containing Materials (RACM) and / prior to working on ACM using mechanical means or methods that will render the material friable.

The Bay Area Air Quality Management District (BAAQMD) requires the following practices unless a variance is obtained through the BAAQMD:

Wetting Method: All exposed RACM shall be adequately wetted and kept wet during cutting, stripping, demolition, renovation, removal and handling operations both inside and outside of a building, except when the methods specified in subsections 11-2-303.2 and 303.4 are used.

Containment Requirement: Any building, structure, room, facility or installation from which RACM is being stripped or removed shall be isolated by physical barriers from the outside air to the extent feasible as determined by the APCO.

CAL-OSHA NOTIFICATION

Written notification to the California Occupational Safety and Health Administration (Cal-OSHA) is required by Cal-OSHA Asbestos Regulations (Title 8, Section 341.9) at least 24 hours prior to beginning any work on asbestos-containing materials.

Prior to the abatement, all employees, contractors, or other parties who may be affected by the abatement must be advised of activities pursuant to Cal-OSHA Asbestos and Lead Regulations (Title 8, Section 1529, Subpart K; Section 1532.1).

A lead notification to OSHA is required 24 hours prior to removing lead based material when disturbing 100 square or linear feet or greater. When the lead-based material identified in this report will be disturbed through demolition activities, the contractor must

comply with the EPA and CDPH regulations that require containment of lead hazards so as not to create lead contamination and exposure to bystanders or the environment.

As necessary, the Contractor shall perform appropriate Total Threshold Limit Concentration (TTLC), Soluble Threshold Limit Concentration (STLC) and Toxicity Characteristic Leaching Procedure (TCLP) testing for lead-contaminated waste as required by the applicable regulations, and by the requirements of the selected landfill(s).

SECTION VIII LIMITATION AND EXCLUSIONS

American Compliance Services warrants that the findings contained herein have been prepared with the level of care and skill exercised by experienced and knowledgeable environmental consultants who are appropriately licensed or otherwise trained to perform asbestos / lead assessments pursuant to OSHA, as well as state and local agencies, as applicable. Our responsibility is limited to correcting any error or omission. No other liability is included or implied. We did not inspect or sample inaccessible areas such as behind walls or within ductwork and did not dismantle any part of the structure to survey inaccessible areas.

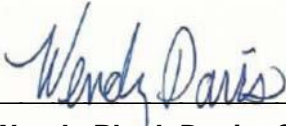
Inaccessible is defined as areas of the building that could not be tested (sampled) without destruction of the structure or a portion of the structure. Information and opinions presented herein apply to the existing and reasonable foreseeable site conditions at the time of our investigation. They cannot necessarily apply to site changes of which this office is unaware and has not had the opportunity to review. Changes in applicable standards may occur because of new legislation or from the broadening of knowledge. Accordingly, findings of this report may be invalidated wholly, or in part, by changes beyond our control.

American Compliance Services, LLC (ACS), trusts that the information presented herein provides the data you require. Should you have any questions or comments, please contact ACS. This report, and all available supporting documents and drawings used to prepare the report, have been reviewed by the undersigned, the personnel responsible for this project. The investigation by American Compliance Services, LLC, consisted solely of the activities described in this report and is subject to the Exceptions of Assessment, Limitations, and Service Constraints described here.

**SECTION IX
TECHNICAL STAFF SIGNATURES**

CERTIFICATE OF REPORT

The following personnel were responsible for this asbestos and lead survey. We (I) certify that information contained herein was collected on the dates recorded and the site described in this report.



**Wendy Plank Davis, CAC # 01-2904
Certified Asbestos Consultant**

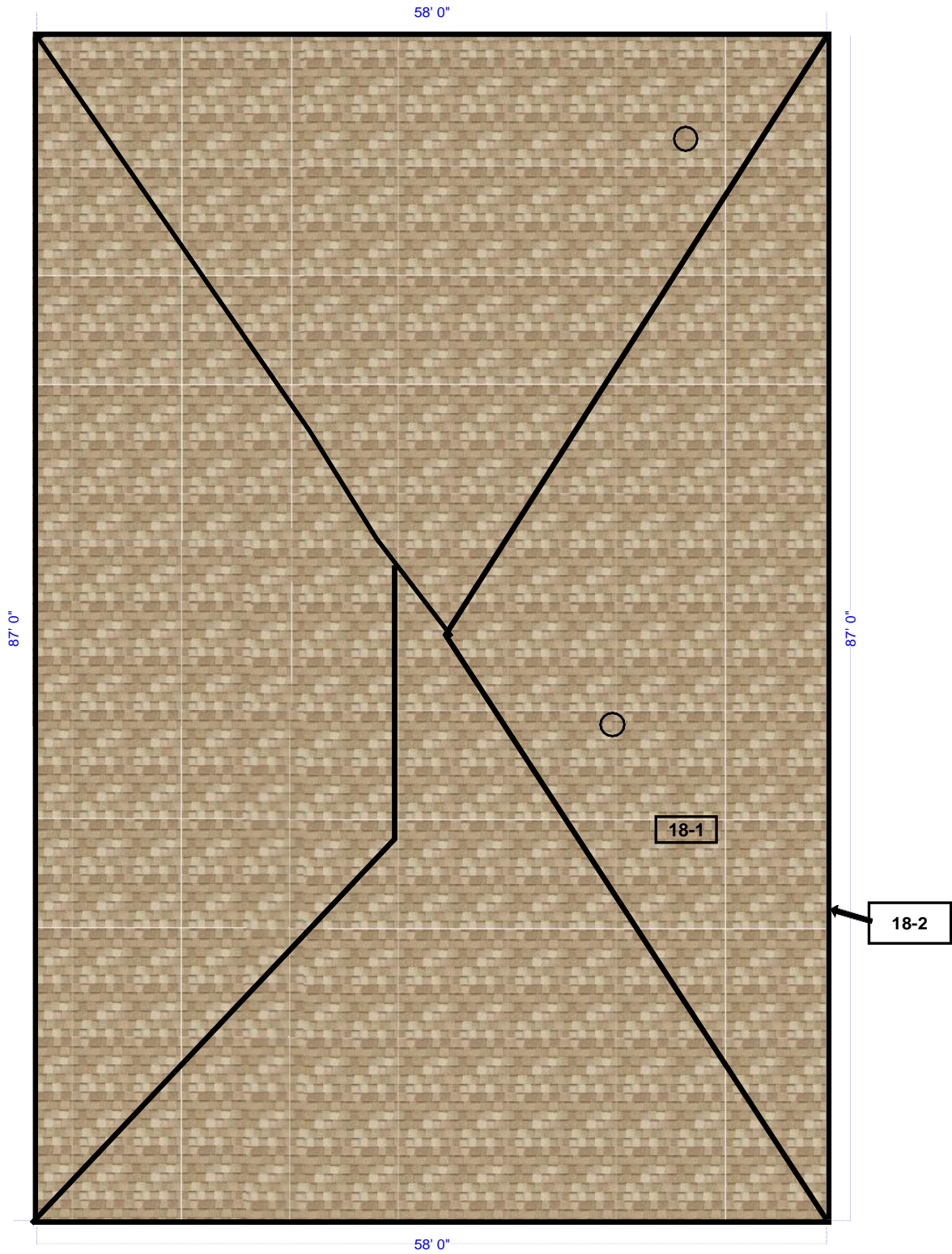


**David Kummer, CSST # 08-4363
Certified Site Surveillance Technician**



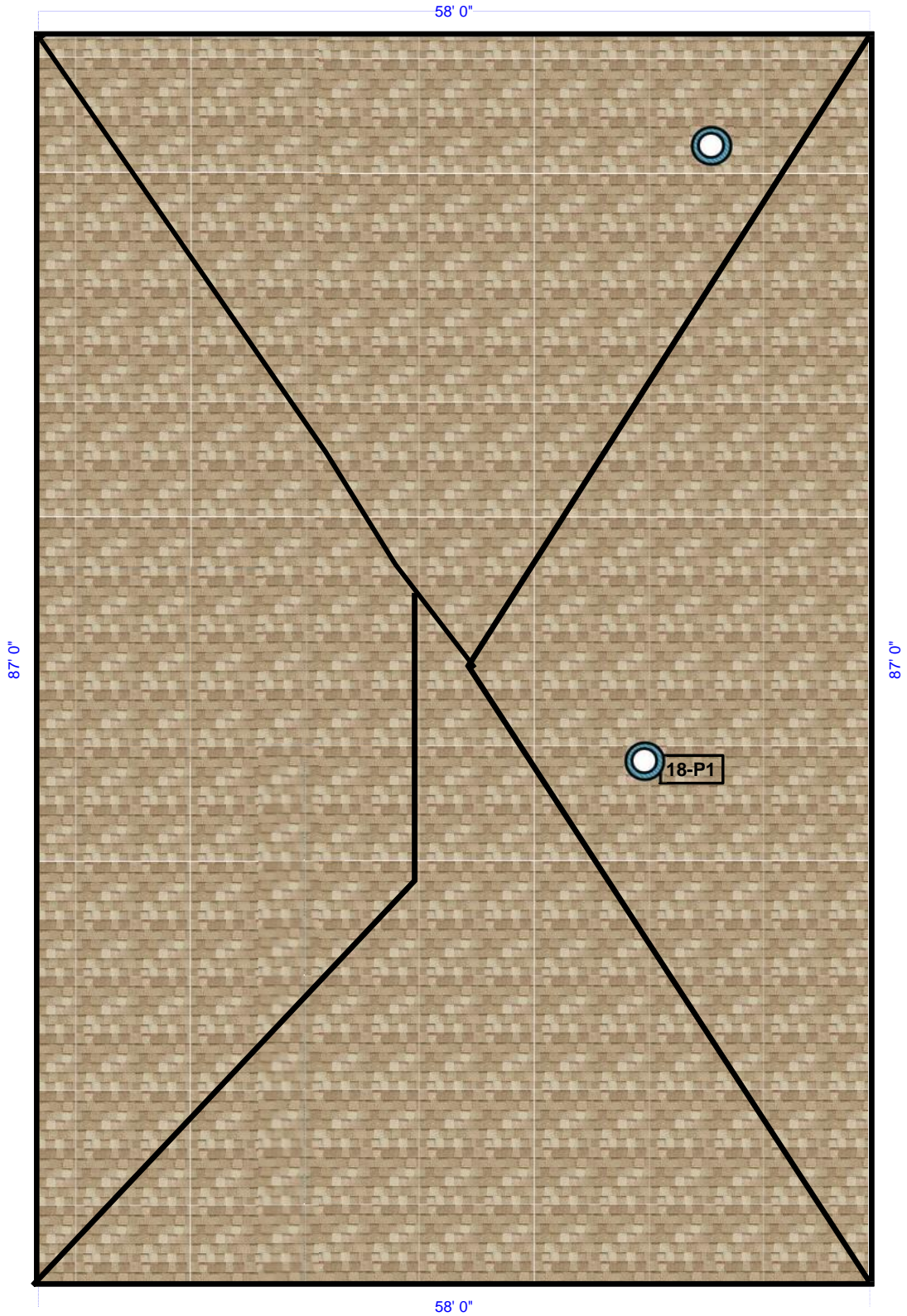
**Sofia Corona Kummer, CSST # 16-5684
Certified Site Surveillance Technician**

SAMPLE LOCATION MAP



 Felt Under Wood Shake Roof - 15% CH

**Building 18
Asbestos Plan
Indian Valley College
1800 Ignacio Boulevard
Novato, California**



Lead Sleeve on Roof Pipe - 170,000 ppm

**Building 18
Lead Plan
Indian Valley College
1800 Ignacio Boulevard
Novato, California**

LABORATORY RESULTS

MICRO ANALYTICAL LABORATORIES, INC.
BULK ASBESTOS ANALYSIS - POLARIZED LIGHT MICROSCOPY (PLM)



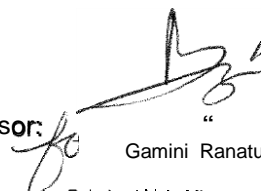
1048
 Wendy Plank
 American Compliance Services
 554 Morning Glory Drive
 Benicia, CA 94510

PROJECT:
 INDIAN VALLEY COLLEGE
 1800 IGNACIO BOULEVARD
 NOVATO, CA
 BUILDING 18

Micro Log In **235070**
 Total Samples 2
 Date Sampled 07/26/2017
 Date Received 07/26/2017
 Date Analyzed 07/26/2017

| SAMPLE IDENTIFICATION | | QUANTITY (AREA %)/ TYPES / LAYERS ASBESTOS INFORMATION ND = NO ASBESTOS DETECTED | DOMINANT OTHER MATERIALS |
|-----------------------|----------------------------------|--|-----------------------------|
| Client #: | 18-1 | 70% CHRYSOTILE ASBESTOS | NFM: TAR |
| Micro #: 235070-01 | Analyst: BK ROOF FELT | | |
| Client #: | 18-2 | ND | NFM: SYNTHETIC MATERIAL |
| Micro #: 235070-02 | Analyst: BK MASTIC ON GUTTERS | | |

Technical Supervisor:


 Gamini Ranatunga Ph D

7/26/2017

Date Reported

NVLAP Lab Code 101872-0, CA ELAP Certification #1037. Analyses use Polarized Light Microscopy (PLM) Micro Analytical SOP PLM-101. Basic techniques follow the EPA Interim Method for Bulk Insulation Samples (1982), and EPA-600/R83-116 (1993). The 1993 method covers all types of bulk materials and is based on the 1982 Method, with improved analytical techniques for layered samples as required for NESHAP compliance. Asbestos is quantified by calibrated visual estimation. Detection limit is material dependent. Detection of asbestos traces (much less than 1%) may not be reliable or reproducible by PLM. Weight % cannot be determined by PLM. Asbestos with diameter below ~1 µm may not be detected by PLM. Absence of asbestos in dust, debris, and some compact materials, including floor tiles, cannot be conclusively established by PLM, and should be confirmed by Transmission Electron Microscopy (TEM). Interferences may prevent detection of small asbestos fibers, and hinder determination of some optical properties. Tremolite-asbestos or actinolite-asbestos may be indistinguishable by PLM from some similar, non-regulated amphiboles (e.g. the "Libby Amphiboles" richterite and winchite), and should be confirmed by TEM. The lower quantitation limit (reporting limit) of PLM estimation is 1%. The Cal-OSHA definition of asbestos-containing construction material is 0.1% asbestos; however, reliable determination of asbestos percent at this level cannot be done by PLM estimation; PLM Point Counting or TEM weight percent analysis are recommended. Only dominant non-asbestos materials (fibrous and non-fibrous) are listed. This analysis shall not be construed as conclusive for the presence of any reported materials other than asbestos, or for the absence of any non-asbestos material. Common interferences include, but are not limited to: cellulose, fibrous glass, other man-made vitreous fibers, synthetic fibers, elongate fragments of calcium sulfate, talc, wollastonite, animal hair, and other miscellaneous elongate particles. Sample heterogeneity is indicated by listing more than one distinct layer of material on the report. If more than one distinct sample is received in the same container, samples shall be marked with letters and analyzed separately. Layers within a sample are analyzed separately when feasible; if asbestos is detected, percentages are reported for individual layers. Interlayer contamination is possible among any layers in a sample. The notation ND (or "NONE DETECTED") indicates a result of "NO ASBESTOS DETECTED" in a homogeneous sample, or in a layer of a heterogeneous sample. Composite asbestos percentages from multiple layers are applicable only to wallboard / joint compound systems; compositing is based on customers' descriptions of material as "joint compound". Customers are solely responsible for identification and description of bulk materials listed on field forms. Laboratory descriptions may differ from those given by customers. Quality Control (QC): all results have been determined to be within acceptance limits prior to reporting. Reanalyzed samples are denoted by two sets of analyst initials. Unless otherwise stated herein, all samples were received in acceptable condition for analysis. This report must not be used to claim product endorsement by NIST or any U.S. Government agency. This report shall not be reproduced except in full, without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed. NFM = Non-fibrous materials.

Client ID # 1048
 Chain of Custody 4/20/2004
 Name / Client / Address:
 Wendy Plank
 American Compliance Services
 554 Morning Glory Drive
 Benicia, CA 94510
 Tel (707) 745-1337
 Fax (707) 745-4462
 E-tti01! wendyplank@sbcglobal.net

MICRO ANALYTICAL LABORATORIES, INC.

5900 Hollis St., Suite M, Emeryville, CA 94608
 (510) 653-0824 - (510) 653-1361 - FAX

Log in # 235070

Project
Indian Valley College
1800 Ignacio Boulevard
Novato, California
Building)
 Job No. _____

Asbestos (TEM) AHERA Yamate II NIOSH 7402 OTHER

Asbestos PLM PCM

Lead Only Total Lead STLC TCLP

Metals (Specify) Total Metals STLC TCLP

Mold, Non-Viable Tape Lift Airy-Cell Other

Other (Specify)

Number of Samples Turn-Around Time
 _____ 5H

Matrix Type Bulk Dust Paint Soil Wipe Air Water Other

| Micro ID # (For Lab Use Only) | Client Sample ID# | Date Sampled | Time Sampled Start / Stop / Total Minutes | Average LPM | Total Liters | Filter Pore Size |
|----------------------------------|-------------------|--------------|---|----------------|-----------------|---------------------|
| 1 | 18-1 | 2/7 | : | : | | |
| 2 | 18-2 | | | | | |
| | Mastic on Gutters | | | | | |
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Instructions / Comments: _____ Fax _____ E-mail To: _____

Sample Return: YES NO If "YES" is checked, samples will be returned to the client on arrival at Micro Analytical if required.
 If "NO" is checked, all samples may be disposed of within three months (one week for liquid samples, lab suspensions, and digestates).

Sampler's Signature / Name _____ Note to Lab: If any samples are not acceptable, record reasons for rejection.

Relinquished By _____ Date / Time _____ Drop Box / Courier _____ Received By Jan 7/26/17 Date / Time 15:27

Relinquished By _____ Date / Time _____ Received By _____ Date / Time _____

MICRO ANALYTICAL LABORATORIES, INC.

EPA SW-846 LEAD-TTLC



1048
 Wendy Plank
 American Compliance Services
 554 Morning Glory Drive
 Benicia, CA 94510

PROJECT:

INDIAN VALLEY COLLEGE
 1800 IGNACIO BOULEVARD
 NOVATO, CA
 BUILDING 18

Micro Log In Z3 507 1
 Total Samples 1
 Date Sampled 07/26/2017
 Date Received 07/26/2017
 Date Analyzed 07/26/2017

| Sample ID | Lead Concentration, ppm | RDL, ppm | Comments |
|--|-------------------------|----------|----------|
| Client 18-P1 Micro 235071-01 LEAD SLEEVE | 170000 | 9100 | |

Technical Supervisor: _____

[Signature]
 Tessa Tagorda, Chemistry Supervisor

7/26/2017

Date Reported

Analyst: _____

TLN

A IHA-LAP LLC ELLAP Accredited Laboratory ID # 170868S. Samples are analyzed by Flame Atomic Absorption Spectrometry (FLAA) in accordance with EPA Methods 3050B for Acid Digestion (SW 846, 3rd edition, 2007) and 7420 for Analysis (SW 846, 3rd edition, 2007). NOTE: Water samples are analyzed by FLAA in accordance with Method 311 JB (Standard Methods for the Examination of Water and Wastewater, 18th edition). Unless otherwise indicated on this report, all required Quality Control samples have been determined to be in control prior to releasing these analytical results. Unless otherwise stated in this report, all samples were received in acceptable condition for analysis. Note: due to software limitations, the number of reported significant figures does not necessarily reflect the uncertainty of the analysis. This report must not be reproduced except in full without the approval of Micro Analytical Laboratories, Inc., and pertains only to the samples analyzed. Unit explanations: mg = milligrams; kg = kilograms; ppm = parts per million. L = liters. RDL— Report Detection Limit. Note: mg / Kg is the same as ppm for solids, and mg/L is the same as ppm for water.

Client ID# 1048
 Chain of Custody 4/20/2004
 Name / Client / Address:
 Wendy Plank
 American..Compli .di vicus.....
 554 Morning Glory Drive.....
 Benicia, CA 94510.....
 Tel. (707) 745-1137
 Fax (707) 745-4462
 E-mail wenfiyplank@wsbcglobal.net

MACRO ANALYTICAL LABORATORIES, INC.

5900 Hollis St., Suite M, Emeryville, CA 94608
 (510) 653-0824 - (510) 653-1361 - FAX

(HIC)
 Log in # **235071**

Project
Indian Valley College
 1800 Indiana Iva
 Building
 Job No.

Asbestos (TEM) AHERA Yamate II NIOSH 740d OTHER
 Asbestos PLM PCM
Lead Only
 Total Lead STLC TCLP
 (Specify)
 Total Metals STLC ICLP
 Mold, Non-Viable
 Tape Lift Air-O-Cell Other
 (Specify)
 Number of Samples Turn-Around Time

Matrix Type Bulk Dust Paint Soil Wipe Air Water Other

| Micro ID # (For Lab Use Only) | Client Sample ID# | Description | Date Sampled | Time Sampled Start / Stop / Total Minutes | Average LPM | Total Liters | Filter Pore Size |
|----------------------------------|-------------------|-------------|--------------|---|----------------|-----------------|---------------------|
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Instructions / Comments: Fax E-mail To:

Sample Return: YES NO If "YES" is checked, samples will be returned to the client on arrival at Macro Analytical if required.
 If "NO" is checked, solid samples may be disposed of within three months (one week for liquid samples, lab suspensions and digests).

Sampler's Signature / Name

Note to Lab: If any samples are not acceptable, record reasons for rejection.

Refigured By Date / Time Drop Box / Courier Received By Date / Time
 Refigured By Date / Time Received By Date / Time

PHOTOGRAPHS

Building 18



Building 18



Building 18



LEAD HAZARD EVALUATION REPORT

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation _____

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

Lead Inspection Risk assessment Clearance Inspection Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

| | | | | |
|---|--|--|--------|----------|
| Address [number, street, apartment (if applicable)] | | City | County | Zip Code |
| Construction date (year) of structure | Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input type="checkbox"/> Other _____ | Children living in structure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know | | |

Section 4 — Owner of Structure (if business/agency, list contact person)

| | | | | |
|---|--|------------------|-------|----------|
| Name | | Telephone number | | |
| Address [number, street, apartment (if applicable)] | | City | State | Zip Code |

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

No lead-based paint detected
 Intact lead-based paint detected
 Deteriorated lead-based paint detected
 No lead hazards detected
 Lead-contaminated dust found
 Lead-contaminated soil found
 Other _____

Section 6 — Individual Conducting Lead Hazard Evaluation

| | | | | |
|---|-----------|------------------|-------|----------|
| Name | | Telephone number | | |
| Address [number, street, apartment (if applicable)] | | City | State | Zip Code |
| CDPH certification number | Signature | | Date | |

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector
 Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:
 California Department of Public Health
 Childhood Lead Poisoning Prevention Branch Reports
 850 Marina Bay Parkway, Building P, Third Floor
 Richmond, CA 94804-6403
 Fax: (510) 620-5656

CONSULTANTS CERTIFICATIONS

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

David E Kummer



Name

Certification No. **08-4363**

Expires on **06/19/18**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7160 et seq. of the Business and Professions Code.

Sample Technician 02/27/2017



David E. Plummer

IDs 20699

Conditions of Certification

This individual meets the requirements of the State of California, Department of Public Health (CDPH), to perform lead-related construction. CDPH may suspend or revoke certification for:

1. any false statement in the application (for certification);
2. violations of relevant local, state or federal statutes or regulations;
3. misrepresentation, failure to disclose relevant facts, fraud, or issuance by mistake; or
4. failure to comply with any relevant regulation or order of the Department

This certificate was issued by the Department of Public Health as authorized by J7 CCR 35001 et seq., and is non-transferable.

To verify authenticity call
(800) 597-LEAD or
510-620-5603



03261474

California
Division of Occupational Safety and Health
Certified Site Supervisor



MAINTENANCE OF CERTIFICATION

The possessor of this certification shall obtain the recertification by:

1. Completing a course of continuing education as required by the Department of Industrial Relations;
2. Keeping a record of continuing education activities as required by the Department of Industrial Relations;
3. Submitting a request for recertification during the course of asbestos abatement work;
4. Informing the Division within 15 days of any change in name or mailing address;
5. Performing work only under the supervision of a certified asbestos abatement worker.

A person who has completed the requirements described above may apply to the Department of Industrial Relations for recertification as a Certified Site Supervisor for Safety and Health.



Sofia Lunwiler

Sqpling Technician 01/20/2018



ID s: 13699

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Wendy Plank Davis

Name
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Exp 04/04/18
This certification is issued by the Division of Occupational Safety and Health, authorized by Sections 66000 and 66001 of the Business and Professions Code.

MAINTENANCE OF CERTIFICATION

- The possessor of this certification shall maintain the certification by:
1. complying with all applicable laws pertaining to asbestos-related work;
 2. keeping all required AHERA certificates in a current and valid state;
 3. showing this certification card upon request during the course of asbestos-related work;
 4. informing the Division within 15 days of any change in home or mailing address; and
 5. properly supervising any site surveillance technicians(s) and personnel in asbestos-related work; and
 6. signing final written reports of consulting work with a signature block containing "Certified Asbestos Consultant", the certification number and signature of the consultant.

A certification which was not been maintained as described above may not be renewed by the Division of Occupational Safety and Health.



Conditions of Certification

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1. any false statement in the application (for certification);
2. violations of relevant local, state or federal statutes or regulations;
3. misrepresentation, failure to disclose relevant facts, fraud, or issuance by mistake; or
4. failure to comply with any relevant regulation or order of the Department.

This certificate was issued by the Department of Public Health as authorized by 17 CCR 36001 et seq., and is non-transferable.

To verify authenticity call (B30) 597-LEAD or

510-620-5600

03262185



SECTION 06 10 00
ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

- A. This section specifies rough carpentry, including all framing, sheathing, and underlayment.

1.02 RELATED SECTIONS

- A. NA

1.03 QUALITY ASSURANCE

- A. Furnish materials complying with the following:
1. Softwood Lumber.
 - a. Graded in accordance with the latest edition of "Standard Grading Rules No. 17," WCLIB, or "Western Grading Rules," WWPA. Lumber grades specified below are taken from "Standard Grading Rules, No. 17." Equal grades from "Western Grading Rules" are acceptable. Furnish lumber bearing a recognized grading bureau mark or a "Certificate of Grade" may be substituted. Where a grade for Douglas Fir (DF) species is indicated, other species, if approved by the COR, may be supplied on an equal stress grade basis.
 2. Pressure Treatment.
 - a. Waterborne, conforming to AWPA C2, AWPA P5.
 3. Plywood.
 - a. Graded in accordance with APA PS 1-95. Furnish panels identifiable by a grade trademark of a recognized grading association. Index numbers listed (i.e. 24/0) may be larger but not smaller than shown.
 4. All materials and construction techniques shall meet applicable Local codes or the requirements herein, whichever is stricter.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Lumber.
1. Furnish S4S lumber, unless otherwise shown on drawings. Furnish lumber with a moisture content of 19 percent or less for material 3 inches and less in nominal thickness, unless otherwise specified.

- B. Felt.
 - 1. Install pressure treated wood in contact with concrete.
- C. Framing Members.
 - 1. Beams.
 - a. 4 inches and less in width: No.2, DF, S-dry.
 - b. 5 inches and wider: No. 1 DF.
 - 2. Joists and Stair Stringers.
 - a. No. 2, DF, S-dry.
 - 3. Rafters.
 - a. No. 2, DF, S-dry.
 - 4. Studs & Plates (2 x 4 and smaller): Stud or standard grade, DF, Larch, Hemlock, S-dry.
 - 5. Headers.
 - a. No. 2, DF, Larch, Hemlock, S-dry.
 - b. Studs and Plates (2 x 6 and larger): No. 2, DF, Larch, Hemlock, S-dry.
 - c. Blocking.
 - 1) Standard grade, DF, Larch, Hemlock, S-dry.
 - 6. Columns.
 - a. No. 1, DF.
- D. Subfloor.
 - 1. 1/2 inch CDX plywood 32/16.
 - 2. 2 x 6 T&G decking, Commercial Dex., DF, S-dry.
- E. Exterior Sheathing.
 - 1. Roof Sheathing.
 - a. (Wood shingles) 1 x 4 standard, DF; (exposed surfaces and soffits), 1 x 6, T&G, "B" finish, Kiln Dried (KD), Western Red Cedar(WRC).
 - b. (Concealed Surfaces) 5/8 inch CDX ext. plywood, 24/0; (Exposed surface) 1/2 inch C-C ext., plywood 24/0.

- c. (Concealed Surfaces) 3/4 inch C-C ext. plywood, 30/12; (exposed surfaces and soffits) 1 x 6, T&G, "B" finish, KD, WRC.
 - d. 2 x 6, T&G, decking, Commercial Dex., DF, S-dry.
 - 2. Wall Sheathing.
 - a. 1/2 inch CDX, plywood 24/0.
- F. Underlayment.
 - 1. Plywood.
 - a. 1/2 inch underlayment C-C plugged exterior plywood.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Framing.
 - 1. Make joints in beam and girders over supports unless shown otherwise on the drawings.
 - 2. Nail built-up girders from both sides with 16d nails at 30 inches on center staggered in 2 rows. Provide 2 nails at each end of each piece and each splice.
 - 3. Set sills level and anchored on the foundation. Set in a full bed of Portland Cement mortar, if necessary to obtain full bearing. Provide flat washers on all anchor bolts.
 - 4. Set joist with crown side up. Install solid blocking over supports. Provide a minimum of 1-1/2 inch bearing for each joists. Nail with two 16d nails at each bearing. Double joists under parallel partitions and at all openings.
 - 5. Toenail rim joists to sill with 8d nails 16 on center.
 - 6. Lap joists over girders 4 inches minimum. Nail with three 16d nails from each side.
 - 7. Notching of joist will be allowed in the end 1/3 of the span only. Limit notching to 1/6 of the joist depth.
 - 8. Set rafters with crown edge up. Cut birds-mouths to provide full bearing. Nail rafters to top plate with two 8d nails and to ceiling joists with three 16d or five 10d nails.
 - 9. Fabricate trusses as shown on the drawings. Nail to top plate with four 10d nails. Install framing anchors where shown on the drawings.
 - 10. Provide continuous length studs. Nail studs to top plate with four 8d toenails or two 16d end nails.

11. Install full length cripples at all openings. Nail cripples to studs with 16d nails at 24 inch on center. Toenail cripple to header with two 8d nails.

12. Provide headers, over opening, of a size indicated below:

| | |
|---------------|---------------|
| Maximum 3'-6" | span 2-2x6's |
| Maximum 5'-0" | span 2-2x8's |
| Maximum 6'-6" | span 2-2x10's |
| Maximum 8'-0" | span 2-2x12's |
| Maximum 8'-0" | span 2-2x12's |

13. Space header material with plywood or surfaced lumber to equal the stud depth.

14. End nail studs to header with three 16d nails.

15. Do not splice columns. Cut ends square to provide full bearing. Nail columns top and bottom with four 16d toenails, or as shown on drawings.

B. Subfloor.

1. Lay plywood subfloor with face grain at right angles to supports.

2. Space panel ends and edges 1/32 inch. Stagger end joints. Nail with 8d nails 6 inch on center at edges, and 10 inch on center intermediate supports.

3. Install 2 inch T&G subfloor at right angles to the supports. Make joints over supports, unless end matched. Stagger end joints a minimum of 1 span. Nail with two 16d nails at each support, 1 blind nail and 1 face nail.

C. Exterior Sheathing.

1. Install roof sheathing at right angles to supports. Stagger end joints a minimum of 1 span. Nail with two 8d nails at each support.

2. Apply plywood roof sheathing with the face grain at right angles to supports. Stagger end joints. Nail with 8d nails 6 inch on center at edges and 12 inch on center at intermediate supports.

3. Apply 1x6 inch T&G roof sheathing at right angles to supports. Make all joints over supports. Stagger end joints. Nail with two 8d nails at each support.

4. Install 2 inch T&G roof sheathing at right angles to supports. Make joints over supports, unless end matched. Stagger end joints a minimum of 1 span. Nail with two 16d nails at each support, 1 blind nail and 1 face nail.
 5. Apply plywood wall sheathing with the face grain vertical. Nail with 6d nails at 6 inch on center at edge and 12 inch on center at intermediate supports.
- D. Underlayment.
1. Provide 1/16 inch between sheets. Nail with 3d ring shank. Nails 6 inch on center at edges and 8 inch on center in the field. Stagger joints with subfloor.
- E. Treated Wood.
1. Field treat cuts and holes in pressure treated members with copper naphthenate.
- F. Exposed Hardware.
1. Provide rough hardware for the proper installation of work. Install hot-dipped galvanized hardware, nails, bolts, etc. at locations exposed to the weather.

PART 4 - MEASUREMENT AND PAYMENT (NOT USED)

END OF SECTION

SECTION 07 22 00
ROOF DECK AND INSULATION

PART 1 — GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes roof insulation over the properly prepared deck substrate.
- B. Related Sections:
 - 1. Section 07311 – Asphalt Shingle Roofing.

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM A167 Standard Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.
 - 2. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
 - 3. ASTM B29 Standard Specification for Refined Lead.
 - 4. ASTM B32 Standard Specification for Solder Metal.
 - 5. ASTM C165 Standard Test Method for Measuring Compressive Properties of Thermal Insulation.
- B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)
- C. Factory Mutual Research (FM):
 - 1. Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA):
 - 1. Roofing and Waterproofing Manual.
- E. Underwriters Laboratories, Inc. (UL):
 - 1. Fire Hazard Classifications.
- F. Warnock Hersey (WH):
 - 1. Fire Hazard Classifications.
- G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

- H. Steel Deck Institute, St. Louis, Missouri (SDI)
- I. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)
- J. Insulation Board, Polyisocyanurate (FS HH-I-1972)
- K. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

1.4 SUBMITTALS

- A. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Division 01 Section Submittal Procedures.01300.
- B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.
- C. Provide a sample of each insulation type.
- D. Shop Drawings
 - 1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
 - 2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.
- E. Wind uplift calculation: insulation supplier shall provide a wind uplift calculation for insulation attachment to deck. Uplift calculation shall be per ASCE 7-10 and stamped by insulation distributors's California licensed structural engineer.
- F. Certification
 - 1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.
 - 2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.5 QUALITY ASSURANCE

- A. Fire Classification, ASTM E-108.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM 1-90.
- D. Pre-installation Meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.
- C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).
- D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

PART 2 — PRODUCTS

2.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section "Common Product Requirements."
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
 - 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
 - 2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
 - 3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
 - 4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 INSULATION MATERIALS

- A. Under asphalt shingle roof: Thermal Insulation Properties and Approved Insulation Boards.
 - 1. OSB/Rigid Polyisocyanurate Roof Insulation; ASTM C1289:
 - a. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
 - b. Panel thickness: 2".
 - c. OSB thickness: 5/8".

- d. Compliances: UL, WH or FM listed under Roofing Systems
Federal Specification HH-I-1972, Class 1.
 - e. Acceptable Products:
 - 1) Commercial Innovations
 - 2) Approved Equivalent
- B. Under OSB/Rigid polyisocyanurate roof insulation: Thermal Insulation Properties and Approved Insulation Boards.
- 1. Rigid Polyisocyanurate Roof Insulation; ASTM C1289:
 - a. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
 - b. Thickness: 2".
 - c. Compliances: UL, WH or FM listed under Roofing Systems
Federal Specification HH-I-1972, Class 1.
 - d. Acceptable Products:
 - 1) Commercial Innovations
 - 2) Approved Equivalent
- C. Underlayment:
- 1. Primer: SA Primer by The Garland Company or approved equal.
 - 2. HPR Seal by The Garland Company or approved equal.
- D. Fasteners: Corrosion resistant screw fastener as recommended by roof membrane manufacturer.
- 1. Factory Mutual Tested and Approved with three (3) inches coated disc for 1-90 rating, length required to penetrate metal deck one inch.

PART 3 — EXECUTION

3.1 EXECUTION, GENERAL

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

3.2 INSPECTION OF SURFACES

- A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.

- 1. Verify that work which penetrates roof deck has been completed.

2. Verify that wood nailers are properly and securely installed.
3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
4. Do not proceed until defects are corrected.
5. Do not apply insulation until substrate is sufficiently dry.
6. Broom clean substrate immediately prior to application.
7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
8. Verify that temporary roof has been completed.

3.3 INSTALLATION

A. Attachment with Mechanical Fasteners.

1. Approved insulation board layers shall be fully attached to the deck with an approved mechanical fastening system. As a minimum, the amount of fasteners shall be in accordance with manufacturer's wind uplift calculation. Otherwise, a minimum of one fastener per two square feet shall be installed.
2. Stagger and offset all insulation joints a minimum of 6".
3. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.
4. Spacing pattern of fasteners shall be as per manufacturer's recommendations to meet the FM requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six (6) inches.
5. Minimum penetration into deck shall be as recommended by the fastener manufacturer. There is a one (1) inch minimum for metal, wood and structural concrete decks where not specified by the manufacturer. For gypsum and cement-wood fiber decks, penetration shall be determined from pull-out test results with a minimum penetration of one and one-half (1 ½) inches.

3.4 CLEANING

- #### A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

3.5 CONSTRUCTION WASTE MANAGEMENT

- #### A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction

END OF SECTION

SECTION 07311

ASPHALT SHINGLES ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Asphalt shingles.
 - 2. Self-adhering sheet underlayment.
- B. Related Sections include the following:
 - 1. Division 6 Section "Sheathing" for roof deck wood structural panels.
 - 2. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings and counterflashings not part of this Section.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of asphalt shingle, ridge and hip cap shingles ridge vent and exposed valley lining indicated.
 - 1. Include similar Samples of trim and accessories involving color selection.
- C. Samples for Verification: For the following products, of sizes indicated, to verify color selected.
 - 1. Asphalt Shingle: Full-size asphalt shingle strip.
 - 2. Ridge and Hip Cap Shingles: Full-size ridge and hip cap asphalt shingle.
 - 3. Ridge Vent: 12-inch- (300-mm-) long Sample.
 - 4. Exposed Valley Lining: 12 inches (300 mm) square.
 - 5. Self-Adhering Underlayment: 12 inches (300 mm) square.
- D. Qualification Data: For Installer, including certificate signed by asphalt shingle manufacturer stating that Installer is approved, authorized, or licensed to install roofing system indicated.

- E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for asphalt shingles.
- F. Maintenance Data: For asphalt shingles to include in maintenance manuals.
- G. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain specified products as required from warranting manufacturer as outlined in the specifications.
- B. Fire-Test-Response Characteristics: Provide asphalt shingle and related roofing materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.
- C. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

D. MANUFACTURER'S INSPECTIONS

- 1. When the project is in progress, the base sheet system manufacturer will provide the following:
 - a. Keep the Owner informed as to the progress and quality of the work as observed.
 - b. Provide daily job site inspections during installation of the shingle roof system. Provide daily emailed progress reports to the Owner outlining the day's roof renovation progress.
 - c. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
 - d. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double-stack rolls.
 - 1. Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.
- B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

1.7 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt shingle roofing to be performed according to manufacturer's written instructions and warranty requirements.

1. Install self-adhering sheet under-layment within the range of ambient and substrate temperatures recommended by manufacturer.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period. Materials failures include manufacturing defects and failure of asphalt shingles to self-seal after a reasonable time.

1. Material Warranty Period: 40 years from date of Substantial Completion, prorated, with first 5 years non-prorated.
2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 85 mph for 10 years from date of Substantial Completion.
3. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.

B. Special Project Warranty: Roofing Installer's warranty, on warranty form at end of this Section, signed by roofing Installer, covering Work of this Section, in which roofing Installer agrees to repair or replace components of asphalt shingle roofing that fail in materials or workmanship within the following warranty period:

1. Warranty Period: two years from date of Substantial Completion.

1.9 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Asphalt Shingles: 100 sq. ft of each type, in unbroken bundles.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.

2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

A. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.

1. Available Products:
 - a. GAF Materials Corporation - Timber-line
 - b. Certainteed
 - c. Owens Corning
 2. Butt Edge: Straight cut.
 3. Strip Size: Manufacturer's standard.
 4. Algae Resistance: Granules treated to resist algae discoloration.
 5. Color and Blends: from manufacturer's standard color samples.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.
- 2.3 UNDERLAYMENT MATERIALS
1. Self-Adhering Sheet Underlayment, Granular Surfaced: ASTM D 1970, minimum of 85-mil-thick sheet; glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release paper backing; cold applied. Provide primer for adjoining concrete or masonry surfaces to receive underlayment.
 2. As recommended by:
 - a. HPR Seal by The Garland Company or approved equal.

2.4 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized steel wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through OSB or plywood sheathing.
 1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

2.5 METAL FLASHING AND TRIM

- A. Sheet Metal Flashing and Trim: Comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."
 1. Sheet Metal: aluminum per Section 07600.

PART 3- EXECUTION

3.0 EXAMINATION

1. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.
 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.

2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.1 UNDERLAYMENT INSTALLATION

1. Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free, on entire roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install at locations indicated on Drawings, lapped in direction to shed water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Roll laps with roller. Cover underlayment within seven days.

3.2 METAL FLASHING INSTALLATION

2. General: Install metal flashings and other sheet metal to comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."
- C. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."
- D. Apron Flashings: Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.
- E. Step Flashings: Install with a headlap of 2 inches and extend over the underlying asphalt shingle and up the vertical surface. Fasten to roof deck only.
- F. Cricket Flashings: Install against the roof-penetrating element extending concealed flange beneath upslope asphalt shingles and beyond each side.
- G. Open Valley Flashings: Install centrally in valleys, lapping ends at least 8 inches in direction to shed water. Fasten upper end of each length to roof deck beneath overlap.
 1. Secure hemmed flange edges into metal cleats spaced 2 inches apart and fastened to roof deck.
- H. Rake Drip Edges: Install rake drip edge flashings over underlayment and fasten to roof deck.
- I. Eave Drip Edges: Install eave drip edge flashings below underlayment and fasten to roof sheathing.
- J. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

2.3 ASPHALT SHINGLE INSTALLATION

- A. Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

- B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed with self-sealing strip face up at roof edge.
 - 1. Extend asphalt shingles 1/2 inch over fascia at eaves and rakes.
 - 2. Install starter strip along rake edge.

- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

- D. Fasten asphalt shingle strips with a minimum of five roofing nails located according to manufacturer's written instructions.
 - 1. When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.

- E. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.

- F. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.
 - 1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

END OF SECTION

SECTION 07 55 00
MODIFIED BITUMEN ROOFING

PART 1 - GENERAL

1.1 SUMMARY:

- A. Scope of Work:
 - 1. Bldgs. 8,9,10, 12 and covered walkways.
 - a. Remove all roofing and sheet metal to the structural deck.
 - b. Mechanically attach 1/2" wood fiber to the deck.
 - c. Install base plies.
 - d. Install modified membrane.
 - e. Install new edge metal.
 - f. Coat all roofing, except building 12, flood and gravel.
- B. Related Documents: The Conditions of the Contract and Division 1 apply to this section as fully as if repeated herein.

1.2 REFERENCES:

- A. The editions of the American Society for Testing and Materials (ASTM) Standards referenced herein apply to the work only to the extent specified by the references thereto.

1.3 SUBMITTALS:

- A. Product Data: Submit certificates of compliance, manufacturer's specifications, installation instructions, and general recommendations for each roofing and insulation material required.
 - 1. Submit certificates of conformance, certified test reports, or other data indicating conformance of installation with the applicable reference standards.
- B. Certificates: Applicator shall provide letter certifying that work has been installed in accordance with specifications and manufacturer's written instructions.
- C. Submittal procedures and quantities are specified in Section 01334.
- D. Warranty: sample warranty of single source labor and material warranty for asphalt roofing for a period of 20 years.
- E. Submit roof plans, details, specifications and wind uplift. Wind uplift shall be per ASCE 7-05.
- F. The Contract is based on the standards of quality established in the Contract Documents. To give all bidders equal opportunity, use of any materials or methods other than those specified will require the proper submittal information and must be pre-approved in written addenda 10 days prior to bid due date. Substitution requests must be a full submittal package stamped by a professional California civil or structural engineer to show all wind uplift and fire rating requirements have been met. Request can only be made by prime contractors.

1.4 QUALITY ASSURANCE:

- A. Manufacturer: Obtain primary roofing materials from a single manufacturer who specializes in this particular field of roofing and who has been so engaged, successfully, for a period of at least 10 years immediately prior to this contract. Provide secondary materials as recommended by manufacturer of primary materials.
- B. Applicator: A firm with not less than 5 years of successful experience in installation of roofing systems similar to those required for this project and who is acceptable to or licensed by manufacturer of primary roofing materials.
- C. UL Listing: Provide labeled materials which have been tested and listed by UL in "Building Materials Directory" for application indicated, with UL or Warnoch Hersey Class A fire rated system for roof slopes indicated.
- D. Pre-installation Conference: Before installing roofing system, conduct conference at Project site to comply with requirements of Section 01312. Notify participants at least 5 working days before conference.
 - 1. Meet with Owner; Architect; roofing installer, materials manufacturer, the sheet metal installer, the roofing accessories installer, the mechanical and electrical sub-contractors, Contractor, testing laboratory in attendance.
 - 2. Review methods and procedures related to roofing installation, including manufacturers written instructions.
 - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 4. Review flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing.
 - 5. Review governing regulations and requirements for insurance, certificates, and inspection and testing.
 - 6. Review temporary protection requirements for roofing system during and after installation.
 - 7. Document proceedings, including corrective measures or actions required, and furnish copy of record to each participant.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Deliver materials to the site in their original unbroken containers or packages bearing the manufacturers name, and brand designation. In addition, liquid materials shall bear the date of manufacture and manufacturers recommended shelf life.
- B. Store materials at the site in a dry location, raised above the ground and protected from physical damage. Store materials, other than sheet roofing, at temperatures between 40 degrees F and 80 degrees F. Do not store materials past their shelf life.
- C. If materials are stored on the roof, distribute the load so as not to exceed the designed live load limits of the roof construction.

1.6 PROJECT CONDITIONS:

- A. Do not install the insulation and sheet roofing during high winds; wet, damp or foggy weather or when there is moisture or visible dampness on the substrate surface.

1.7 GUARANTEE:

- A. Manufacturer's warranty shall be a total system labor and material warranty including all built up bituminous roofing. This warranty shall provide the Owner with a single source of liability by guaranteeing the waterproofing system against leaks for a period of 20 years.

1.8 MANUFACTURER INSPECTIONS

- A. Weekly inspection reports, including photos, by the roofing system manufacturer's technical representative to the Owner and the Architect during installation.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Use basic products of one manufacturer throughout. Materials which are not available from the basic manufacturer shall be approved by him. In all cases, materials and application shall be in accordance with the requirements of this specification.
- B. Product names for the modified bitumen built up roof system and waterproofing materials used in this section are based on performance requirements and characteristics of the Stressply Plus system from materials manufactured by the Garland Company and form the basis of the contract documents. When a particular trade name or performance standard is specified it shall be indicative of a standard required.

C. MODIFIED BITUMENOUS MATERIALS:

- 1. Base ply: 80 mil SBS (Styrene-Butadiene-Styrene) smooth surfaced rubber self adhesive modified roofing membrane reinforced with a fiberglass scrim

- 2. The modified membrane will be where mineral surfacing is required:

145 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced self adhesive rubber modified roofing membrane reinforced with a fiberglass and polyester scrim with the performance characteristics listed below.

- 3. Modified Membrane performance criteria

Properties: FINISHED MEMBRANES
TENSILE STRENGTH (ASTM D-5147)
2 in/min. @ 73.4 ± 3.6 °F MD 200 lbf/in. CMD 200 lbf/in.
ELONGATION at MAXIMUM TENSILE (ASTM D-5147)
2 in/min. @ 73.4 ± 3.6° F MD 6.0%
TEAR STRENGTH (ASTM D-5147)
2 in/min. @ 73.4 ± 3.6° F MD 300 lbf. CMD 300 lbf.
LOW TEMPERATURE FLEX. (ASTM D-5147) passes -30 °F
Rubber content: 18% min.

- 4. All flashings will 80 mil SBS modified membrane base flashing ply covered by an additional layer of mineral surfaced modified bitumen membrane.

D. BITUMINOUS MATERIALS

1. Asphalt Primer: V.O.C. compliant, ASTM D-41.
2. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D-2822, Type II.
2. Aluminized mastic: Silverflash.

2.2 AUXILIARY MATERIALS:

- A. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Nails and fasteners shall be flush-driven through flat metal discs of not less than 1-inch diameter. Metal discs may be omitted when one piece composite nails or fasteners with heads not less than 1-inch diameter are used.
- B. Cover board: ½" coated wood fiber, as approved by roofing system manufacturer.
- C. Insulation fasteners: wood screws with 3" plastic plates, as approved by roofing system manufacturer.
- D. Membrane primer: SA Primer by The Garland Company.
- E. Title 24 approved coating: Pyramic Plus.
- F. Gravel for Building 12: 5/8 white spar from Lucas Rock.
- G. Gravel adhesive: White Star.
- H. Soft metal flashing: 4lb lead.

PART 3 - INSTALLATION

3.1 GENERAL INSTALLATION REQUIREMENTS:

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing modified bitumen roofing system.
- B. Protect other work from spillage of modified bitumen roofing materials, and prevent liquid materials from entering or clogging drains and conductors. Replace or restore other work damaged by installations of modified bituminous roofing system work.
- C. Coordinate installing roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut offs at end of each day's work to cover exposed ply sheets with joints and edges sealed with roofing cement. Remove cut offs immediately before resuming work.
- D. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- E. Apply roofing materials as specified herein unless recommended otherwise by manufacturer's instructions. Keep roofing materials dry before and during application. Do not permit phased construction. Complete application of roofing plies, modified sheet and

flashing in a continuous operation. Begin and apply only as much roofing in one day as can be completed that same day.

3.2 INSTALLATION

- A. Mechanically attach insulation to wood deck using fastening pattern meeting CBC wind uplift requirements.
- B. Mechanically attach base ply to all walls.
- C. Prime all surfaces with SA Primer prior to install of sheets.

3.3 MEMBRANE APPLICATION:

- A. Base ply: Install (1) one ply self adhesive base ply sheets shingled uniformly to achieve two plies throughout over the prepared substrate. Shingle in proper direction to shed water on each area of roof.
- B. Lap ply sheet ends eight inches. Stagger end laps twelve inches minimum.
- C. Extend plies two inches beyond top edges of cants at wall and projection bases.
- D. The modified membrane shall then be solidly bonded to the base layers with using a weighted roller.
- E. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
- I. Subsequent rolls of modified shall be installed across the roof as above with a minimum of 4" side laps and 8" end laps. The end laps shall be staggered. The modified membrane shall be laid in the same direction as the underlayers, but the laps shall not coincide with the laps of the base layers.
- J. Seal top of flashings at end of every day.

3.4 FLASHING MEMBRANE INSTALLATION (GENERAL)

- A. All curb, wall and parapet flashings shall be sealed with an application of mastic and mesh on a daily basis. No condition should exist that will permit moisture entering behind, around, or under the roof or flashing membrane.
- B. Prepare all walls, penetrations and expansion joints to be flashed and where shown on the drawings, with asphalt primer at the rate of one gallon per 100 square feet Allow primer to dry tack free.
- C. The modified membrane will be used as the flashing membrane and will be adhered to an underlying base flashing ply per manufacturer's recommendations and nailed off 8" O.C. at all vertical surfaces.
- D. The entire sheet of flashing membrane must be solidly adhered to the substrate.
- E. Seal all vertical laps of flashing membrane with a three course application of Flashing Bond and fiberglass mesh.

- F. Counter flashing, cap flashings, expansion joints, and similar work to be coordinated with modified bitumen roofing work are specified in other sections.
- G. Roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices to be coordinated with modified bituminous roof system work are in other sections.
- H. Seal edge of roof with aluminized mastic.

3.5 SURFACING

- A. Coat all roofing at 1.5 gal. per sq. per coat. Apply 2 coats.
- B. Gravel surfacing: install 2.5 gallons per sq. and install 30 lbs. gravel per sq.

3.6 CLEAN UP

- A. Clean up work soiled in the performance of work under this section. Restore or replace surfaces which have been damaged by work under this section.

END OF SECTION

SECTION 07 60 00

SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, metal edges, gutters, scuppers, counterflashings, and other items indicated in schedule and as follows:
 - 1. Metal edge with continuous cleats.
 - 2. New reglet mounted counterflashing.
 - 3. Skirt flashing at curbs.
 - 4. Gutters, match existing dimensions.
 - 5. Gutter screens and stainless steel wire bulb strainers.
 - 6. Curb caps
 - 7. Reseal around all acrylic windows with polyurethane sealant.

1.2 RELATED REQUIREMENTS

- A. Section 07220 – ROOF INSULATION
- B. Section 07310 – ASPHALT SHINGLE ROOFING

1.3 REFERENCE STANDARDS

- A. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM A 666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- C. ASTM A792 Steel Sheet, Aluminum-Zinc Alloy-Coated, by the Hot-Dip Process
- D. ASTM B 32 - Standard Specification for Solder Metal.
- E. ASTM B486 Paste Solder
- F. ASTM B 749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.
- G. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- H. ASTM D 2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- I. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- J. FS QQ-L-201 Specification for Lead Sheet
- K. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association.

1.4 SUBMITTALS

- A. See Section 01300 - Submittals, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1. For manufactured and shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
 2. Indicate type, gauge and finish of metal.
- C. Product data: Provide manufacturer's specification data sheets for each product :
1. Metal material characteristics and installation recommendations.
 2. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specific can be approved.
- D. Manufacturer's installation instructions for reglets.
- E. Samples: Submit two samples 8x10 inch in size illustrating metal finish color.
1. Submit two samples, 12 x 12 inch in size illustrating typical external corner, internal corner, and valley, junction to vertical dissimilar surface, material and finish.
- F. Certification:
1. Submit roof manufacturer's certifications that metal fasteners furnished are acceptable to roof manufacturer.
 2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.
 3. Submit certification that metal and fastening system furnished is Tested and Approved by Factory Mutual for 1-90 Wind Up-Lift Requirements.
- G. Provide approval letters from metal manufacturer for use of their metal within this particular roofing system type.
- H. Proof of fabricator and installer qualifications.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements, except as otherwise indicated.
1. Factory Mutual Loss Prevention Data Sheet 1-49 windstorm resistance: 1-90.
- B. Manufacturer's Warranty: Pre-finished metal material shall require a written 20-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D-2244 or chalking excess of 8 units per ASTM D-659. If either occurs material shall be replaced per warranty, at no cost to the Owner.
- C. Contractor's Warranty: The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be water-tight and secure for a period of five years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.
- B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.1 SHEET MATERIALS

- A. Sheet metal material: 0.050" thickness aluminum, 3105-H14 alloy, smooth as per ASTM B209-96. referenced standards for specific applications indicated by IMETCO or approved equal.

2.2 ACCESSORIES

- A. Fasteners:
 - 1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
 - 2. Fastening shall conform to Factory Mutual 1-90 requirements or as stated on section details, whichever is more stringent.
- B. Plastic Cement: ASTM D 4586, Type I.
- C. Gutter brackets: double thickness of gutter material.
- D. Sealant: Tuff Stuff by The Garland Company.
- E. Wire bulb strainers: stainless steel.
- F. Gutter screens: powder coated aluminum.
 - 1. www.greengutterscreens.com or approved equal.

2.3 FABRICATION - GENERAL

- A. Fabricate in accordance with referenced standards. Form sections true to shape, accurate in size, square, and free from distortion or defects. Form pieces as recommended by SMACNA standard for conditions required.
 - 1. Provide reinforcements and supports as required for secure anchorage.
 - 2. Make joints rigid. Seams mechanically strong and soldered or sealed to make watertight
 - 3. Fabricate corners in one piece with legs extending 30-inches each way to field joint. Lap, rivet, and solder or seal corner seams watertight.
 - 4. Turn up "end dam" flanges at ends of opening sill flashing pieces, lap with wall flashing and membranes to shed water.
 - 5. Fabricate cleats of same material as sheet, minimum 3/4 inches wide, interlockable with sheet.
 - 6. Hem exposed edges on underside 1/2 inch; miter and seam corners.
 - 7. Solvent clean all sheet metal. Coat surfaces to be in contact with roofing or otherwise concealed with specified asphaltic paint; 0.015-inch minimum uniform thickness.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- G. Form gutters in minimum 20' sections.

2.4 ROOFTOP EQUIPMENT

- A. Sleepers: Portals Plus.

2.5 ROOF-RELATED SHEET METAL AND FLASHINGS

- A. Roof-Related Sheet Metal and Flashings: As indicated, as specified in related sections, as required by roofing material manufacturers and referenced standards. Coordinate work of this section with related sections. Provide complete systems without conflict or omission.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.
- C. Beginning of installation means acceptance of existing conditions.
- D. Field measure site conditions prior to fabricating work.

3.2 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.3 INSTALLATION

- A. Install work watertight, without waves, warps, buckles, fastening stress, or distortion, allowing for expansion and contraction. Conform to referenced standards. Make metal joints watertight.
- B. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, Factory Mutual 1-90 wind uplift specifications and/or manufacturer's recommendations whichever is of the highest standard.
- C. All accessories or other items essential to the completeness of sheet metal installation and water tight envelope of the building, whether specifically indicated or not, shall be provided.
- D. Reglets: Install in accordance with manufacturer's installation instructions.
- E. Metal fascia and copings shall be secured to wood nailers at the bottom edge with a continuous cleat. Cleats shall be at least one gauge heavier than the metal it secures.
- F. Install Sheet Membrane Waterproofing at closure flanges, under metal copings, caps and platforms; fully adhered, free of voids, blisters and buckling; roll as soon as practical following layout. Minimize exposure time to that period recommended by the manufacturer.
- G. Flashing: Joints at 10-foot maximum spacing and at 2-1/2-feet from corners. Butt joints with 3/16-inch space centered over matching 8-inch long backing plate with sealer tape in laps.
- H. Flanged flashings and roof accessories: Set on continuous sealer tape. Nail flanges through sealer tape and at 3-inch maximum spacing.
- I. Isolate metal from dissimilar metal with 2 coats of specified asphaltic paint, sealer tape or other approved coating, specifically made to stop electrolytic action.. Use only stainless steel fasteners to connect isolated dissimilar metals.
- J. Joints, fastenings, reinforcements and supports: Sized and located as required to preclude distortion or displacement due to thermal expansion and contraction. Conceal fastenings wherever possible.

- K. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- L. Flexible Flashing Installation:
 1. Prime substrates as recommended by flexible flashing manufacturer, allow to dry.
 2. Install flexible flashings in maximum feasible lengths to minimize lap joints.
 3. Peel release paper from roll to expose rubberized asphalt and position flashing to center over joint location before applying. Move along opening or joint, being careful to put flashing as evenly as possible over the opening. Avoid fishmouths.
 4. Press flashing firmly into place with heavy hand pressure. Ensure continuous and intimate contact with substrate.
 5. If wrinkles develop, carefully cut out affected area and replace as outlined above.
- M. Apply plastic cement compound between metal flashings and felt flashings.
- N. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- O. Seal prefinished metal joints watertight.
- P. Solder other metal joints for full metal surface contact. After soldering, wash metal clean with neutralizing solution and rinse with water.
- Q. Connect downspouts and rain water leaders to storm sewer system. Seal connection watertight.
- R. Install gutter screens on all gutters.

3.4 FIELD QUALITY CONTROL

- A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.
- B. Tolerances
 1. Exposed surfaces: Free of dents, scratches, abrasions, or other visible defects; clean, ready for painting.
 2. Set flashings and sheet metal to straight, true lines with exposed faces aligned in plane as indicated.

3.5 SHOP FABRICATED SHEET METAL

- A. Installing Contractor shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.
- B. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- C. Hem exposed edges.
- D. Angle bottom edges of exposed vertical surfaces to form drip.
- E. All corners for sheet metal shall be lapped with adjoining pieces fastened and set in sealant.
- F. Joints for gravel stop fascia system, cap flashing, and surface-mount counterflashing shall be formed with a 1/4" opening between sections. The opening shall be covered by a cover plate or backed by an internal drainage plate formed to the profile of fascia piece. The cover plate shall be embedded in mastic, fastened through the opening between the sections and loose locked to the drip edges.
- G. Install sheet metal to comply with Architectural Sheet Metal manual, Sheet Metal and Air

Conditioning Contractor's National Associations, Inc.

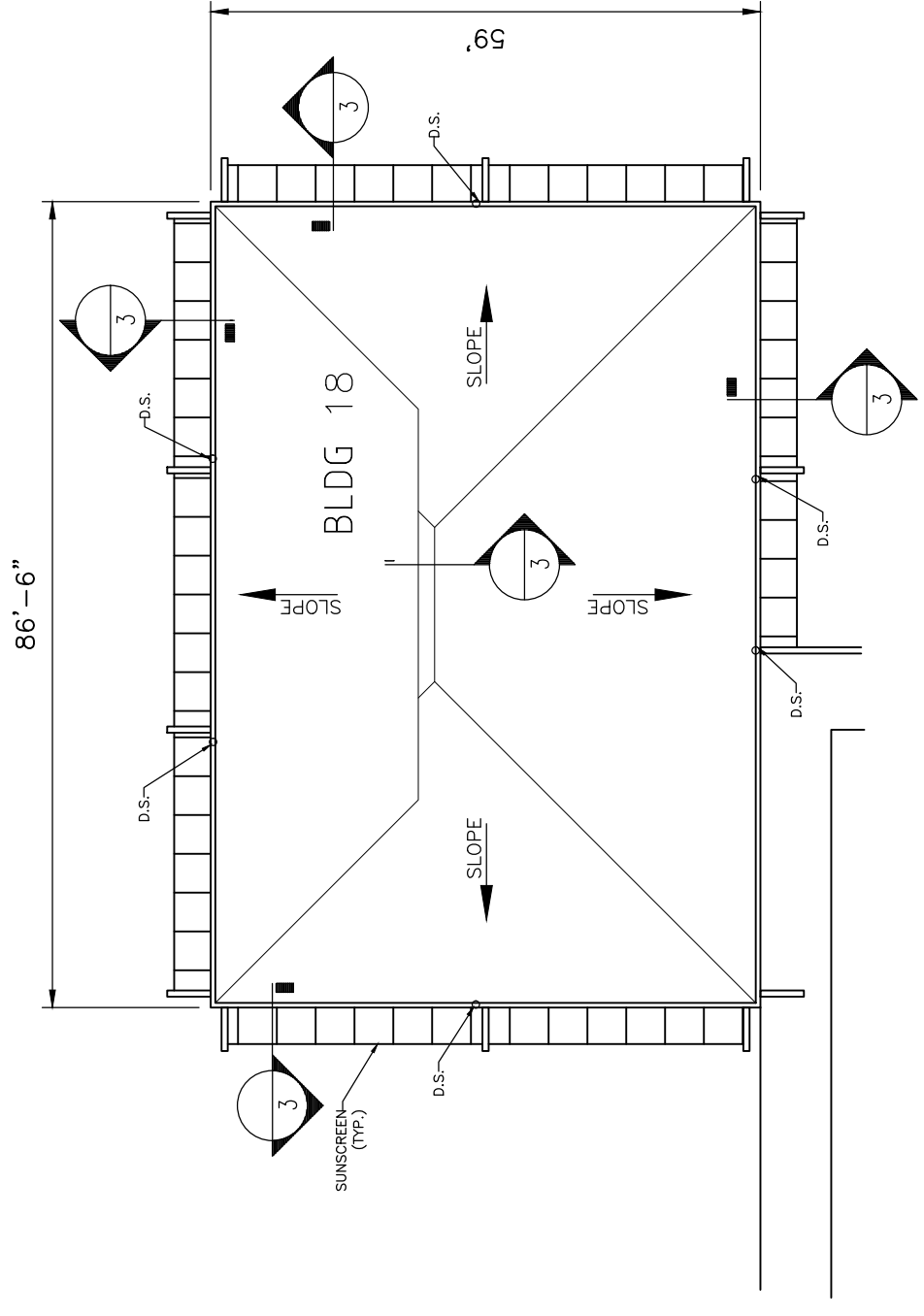
END OF SECTION

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|------------|--------------------------|----|-------------|---------|--------|-------------|---------------------------------|
| SHEET: | 1 | OF | 2 | DATE: | 8-4-17 | CUSTOMER: | INDIAN VALLEY COLLEGE - BLDG 18 |
| ARCHITECT: | THE GARLAND COMPANY INC. | | NOVATOR, CA | AGENT: | | JOB NUMBER: | |
| | | | | DWG BY: | GCK | CHK BY: | MGE |



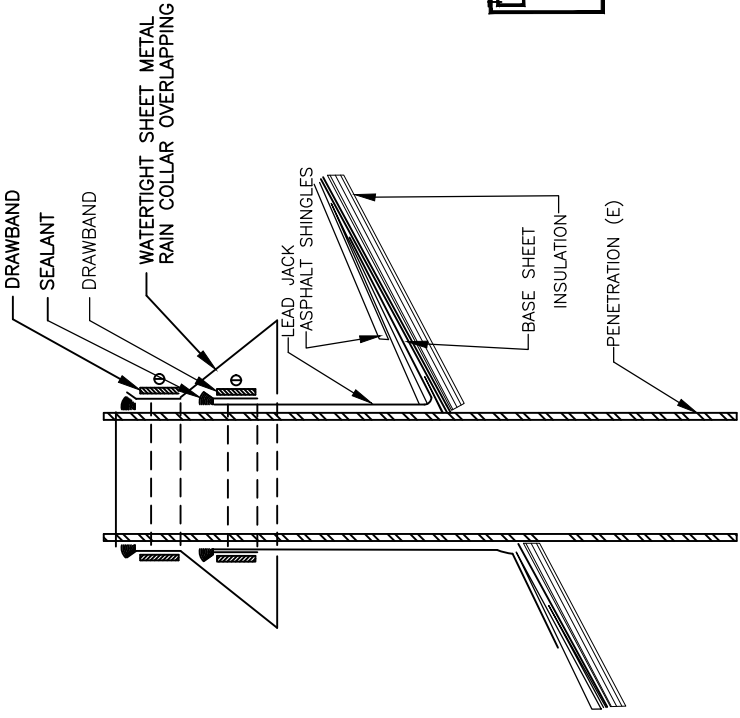
3800 EAST 91st STREET - CLEVELAND, OHIO 44105-2197
 PHONE (800) 321-9336 / FAX (216) 641-0633
THE GARLAND COMPANY INC.

| SYMBOL LEGEND | |
|---------------|-------------|
| | EXHAUST FAN |
| | DOWN SPOUT |
| | ROOF DRAIN |

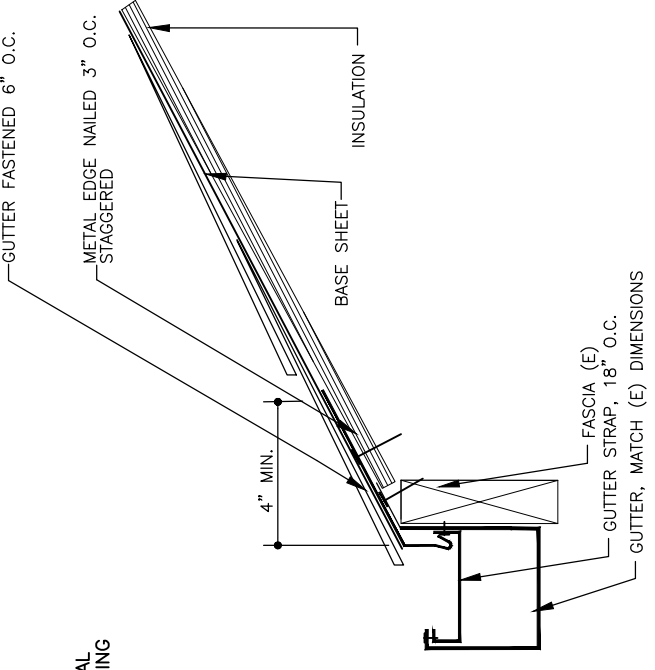


ROOF PLAN
 SCALE: 1" = 20'

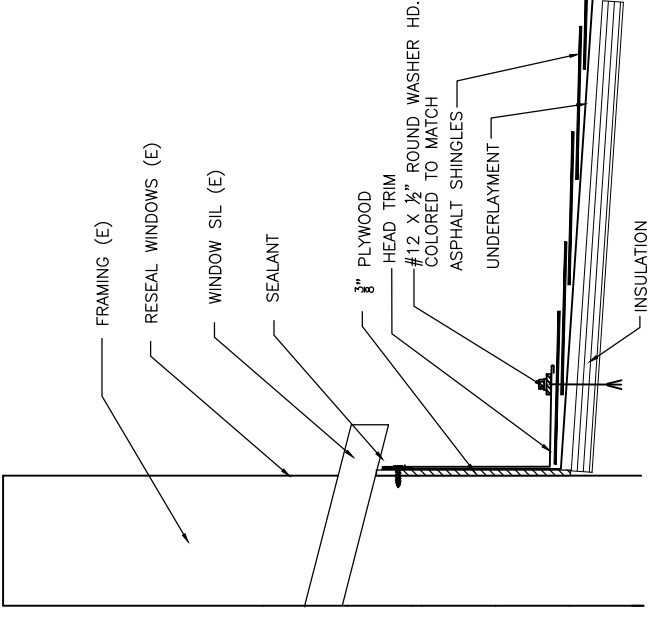
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| SHEET NOTES: | |
| 1 | DEMO AND REPLACE ROOF. |
| 2 | COVERED WALKWAYS - COAT. GUTTERS EXISTING TO REMAIN. |
| 3 | TRELLIS - N.I.C. |
| GENERAL NOTES: | |
| VERIFY ALL DIMENSIONS IN FIELD. | |



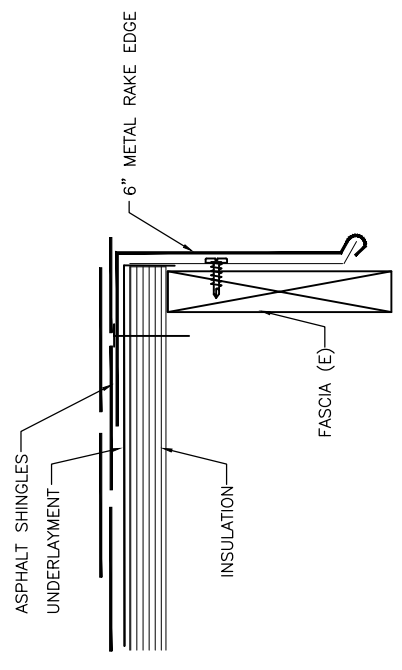
A ROUND PENETRATION
3 ARCH. REF.: N.T.S



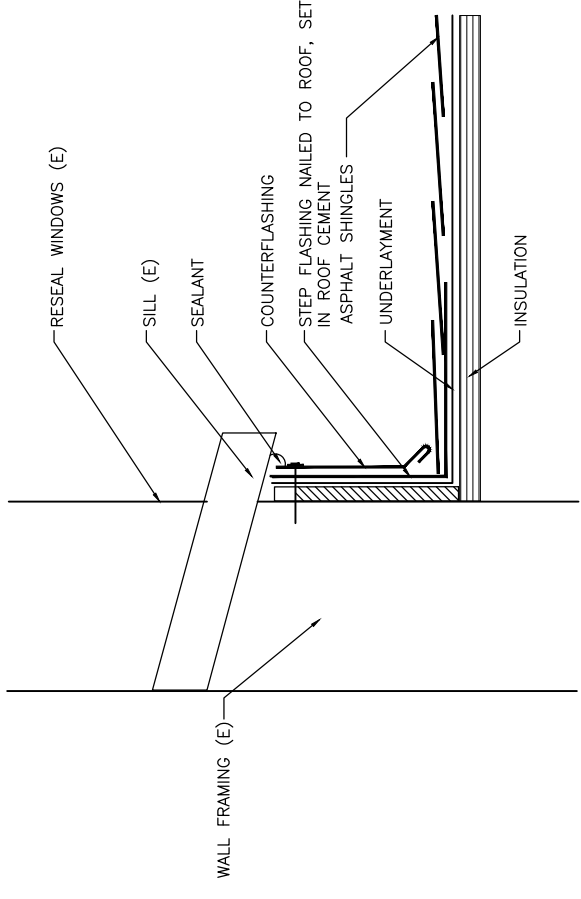
B SHINGLE ROOF EDGE WITH GUTTER
3 ARCH. REF.: N.T.S



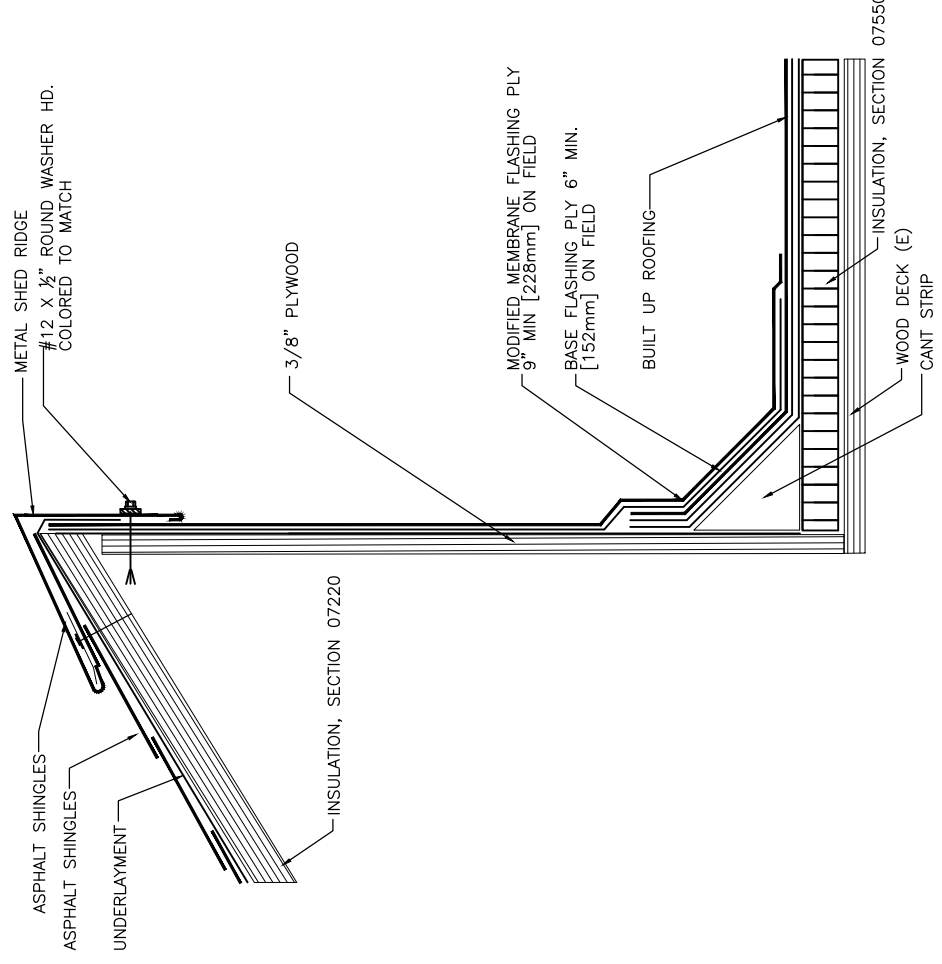
C SHINGLE HEAD @ WINDOW
3 ARCH. REF.: N.T.S



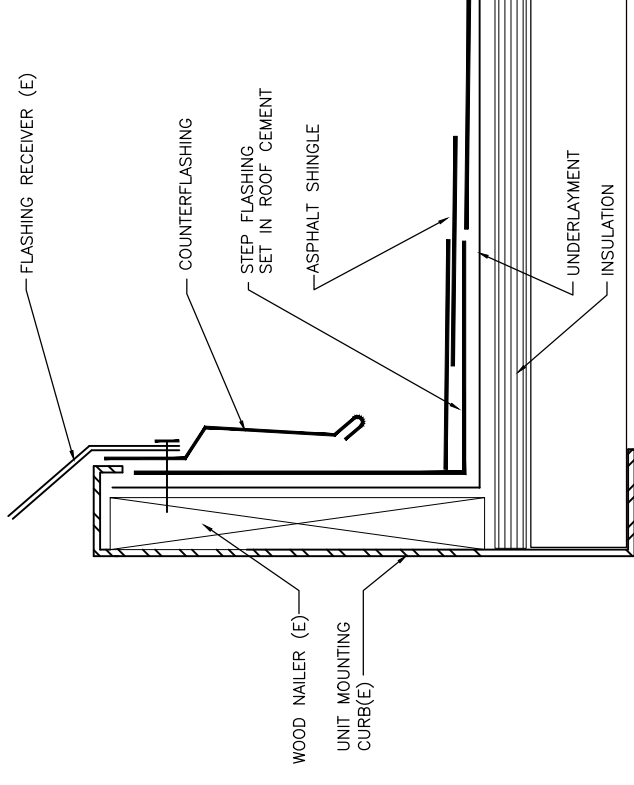
D SHINGLE RAKE
3 ARCH. REF.: N.T.S



E SHINGLE JAMB AT COPING CAP
3 ARCH. REF.: N.T.S



F BUR TO WALL
3 ARCH. REF.: N.T.S



G SHINGLES AT CURB FLASHING
3 ARCH. REF.: N.T.S

| | | | | | | | |
|-----------|---|------|--------------|-------------|---------------------------------|------------|-------------|
| REVISION: | | | | | | | |
| SHEET: | 2 | OF 2 | DATE: 8-4-17 | CUSTOMER: | INDIAN VALLEY COLLEGE - BLDG 18 | NOVATO, CA | AGENT: |
| | | | | ARCHITECT: | | | |
| | | | | JOB NUMBER: | | | DWG BY: GCK |
| | | | | | | | CHK BY: MGE |



THE GARLAND COMPANY INC.
3800 EAST 91st STREET - CLEVELAND, OHIO 44105-2197
PHONE (800) 321-9336 / FAX (216) 641-0633