



**County of Glenn
GENERAL SERVICES
525 W. Sycamore St., Ste B1
Willows, CA 95988
August 20, 2018**



Notice is hereby given that sealed bids will be received by Glenn County Board of Supervisors located at 525 W. Sycamore Street, Suite B1, Willows, CA 95988 for MULTIPLE ROOFING SYSTEM INSTALLATIONS. Bids will be received September 18, 2018 until 3 p.m., at which time all bids will be publicly opened and read aloud. A mandatory pre-bid walk-through will be held at 9 a.m. September 4, 2018. All bidding contractors are to meet at the project site located at Willows Memorial Hall 525 W. Sycamore Street, Willows, CA 95988. A California contractor's license C-39, DIR registration and bonds will be required.

ADVERTISEMENT FOR BIDS:

NOTICE IS HERBY GIVEN by Glenn County will receive sealed bids for furnishing all labor, equipment, and all non owner supplied materials for the ***Roof Replacement Projects at Willows Memorial Hall and the Glenn County Jail in Willows, CA for the County of Glenn, Willows, Glenn County, California.***

Each bid shall be made on a proposal form to be obtained at the bid walk, and must be accompanied by a cashier's check, certified check or bid bond for ten percent (10%) of the amount of the bid, made payable to the order of the County of Glenn. Bid Bond shall be issued by an **ADMITTED** insurer.

The above mentioned check or bond shall be given as a guarantee that the bidder will enter into a contract if awarded the work, and will be declared forfeit if the successful bidder refuses to enter into said contract or to furnish the necessary bonds and insurance after being requested to do so by County of Glenn.

There will be a **MANDATORY PRE-BID WALK ON at 9 AM. on September 4, 2018** *Bids will not be accepted by parties not attending this mandatory bid walk through.*

Sealed bids will be received until 3 p.m. September 18, 2018 at Glenn County Board of Supervisors Office, 525 W. Sycamore Street, Suite B1, Willows, Glenn County, California, 95988 at which time bids shall be publicly opened, read and recorded. Faxed bids are not acceptable.

The successful bidder, will be required to furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the contract price, said bonds are to be secured from a surety company satisfactory to County of Glenn.

Bidders are hereby notified that pursuant to the provisions of Section 1770 and 1773 of the Labor Code, the Director of the State Department of Industrial Relations has ascertained the general prevailing rate of per diem wages applicable to the work to be done, copies of which may be obtained online at <http://www.dir.ca.gov/> by any interested party, and in the case of a contract, a copy shall be posted at the job site.

The Owner has determined that this project requires a **C-39** license or other licensing as appropriate for the work described and the prime bidder shall have this license or his/her bid will be rejected.

The Glenn County reserves the right to reject any and all bids and/or waive any irregularity in any bid received. No bidder may withdraw his bid for a period of Sixty (60) days after the time set for the submission of bids and the Owner will act to accept or reject the successful bid within that period.

BY ORDER OF GLENN COUNTY

Published: Monday, August 20, 2018

BID INSTRUCTIONS AND CONDITIONS

BID PACKAGE

GLENN COUNTY - WILLOWS MEMORIAL HALL ROOFING PROJECT 2018

The bidding documents include the Notice to Bidders, Bid Instructions/ Conditions, Specifications, Non-collusion Affidavit, Sub Contractors List, bid bond form, and the Bid Form.

1. Bids shall be delivered in a sealed envelope plainly marked on the outside with the following: "**BID FOR WILLOWS MEMORIAL HALL RE-ROOFING**". Bids must be returned to Glenn County Board of Supervisors located at 525 West Sycamore Street Suite B1, Willows, CA. by **3 p.m. September 18, 2018**. Time and date bid received by County must be entered on the envelope and initialed by the Clerk of the Board or designated Deputy. The bids will be opened publicly and read aloud.

2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for the receipt of bids indicated in the Notice to Bidders, or prior to any extension thereof, issued to the bidders. Bids received after the scheduled time for receipt of bids, shall be rejected **as non-responsive**.

3. PREPARATION OF BID FORM

The County invites bids on the **attached** form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. **All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures.** If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that their bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. See Exhibit "A".

4. BID BOND

All bids shall be accompanied by a bid bond or cashier's check in the amount of not less than ten percent (10%) of the bid submitted. The above-mentioned bid bond or cashier's check shall be given as a guarantee that the bidder will enter into a contract, if awarded the contract, and will be declared in the amount of liquidated damages at \$500.00 per day, if the bidder refuses or neglects to enter into said contract after being requested to do so within ten calendar days of the County's determination that the bidder is the lowest, responsive bidder. See Exhibit "B".

5. **SUBCONTRACTOR'S LIST**

A subcontractor list is required pursuant to Public Contract Code Section 4104, listing the name and address, (optionally, the telephone number may be included) of each subcontractor who performs work, renders service, or fabricates and installs a portion of the work in an amount in excess of one-half of one percent of the prime contractor's total bid. See Exhibit "C"

6. **FEDERAL IMMIGRATION AND CONTROL ACT OF 1986 ("IRCA")**

The bidder hereby certifies that it is in full compliance with the provisions of the IRCA in the hiring of its employees, and shall remain in compliance during the performance of the work. The bidder shall indemnify, hold harmless, and defend the County against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

7. **PREVAILING WAGES**

Pursuant to Labor Code § 1775, the Contractor shall, as a penalty to the County, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the director for the work or craft in which the worker is employed. The amount of this penalty shall be determined by the California State Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages.

8. **BID SECURITY**

Each bid shall be accompanied by a certified or cashier's check payable to the County or a satisfactory bid bond in favor of County executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than ten (10) percent of the bid submitted. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him, her, or it in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

9. **FAXED AND ELECTRONIC MAIL BIDS**

County will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission. ALL BIDS MUST BE UNDER SEALED COVER.

10. **SIGNATURE**

The bid must be signed in the name of the bidder and must bear the original wet signature of the authorized signatory person or persons duly authorized to sign the bid. An authorized Officer or representative must be vested (explicitly, implicitly, or through conduct) with the powers to commit the bidder to a binding agreement.

11. **MODIFICATIONS**

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the County's rejection of the bid as not being responsive to the invitation to bid. No oral modification of any bid submitted will be considered.

12. **ERASURES/MUTILATION OF BID DOCUMENTS**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

13. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

Each bidder shall visit the site of the proposed work and fully acquaint himself, herself, or itself with the conditions relating to the construction and labor so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself, herself, or itself with conditions there existing shall in no way relieve any bidder from obligations with respect to his, her, or its bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

14. **WITHDRAWAL OF BIDS**

Unless required by law, no bidder may withdraw his, her, or its bid for a period of sixty (60) days after the date set of the opening thereof. Bids may be withdrawn by the bidder prior to the scheduled time of the bid opening, but may not be withdrawn after the start of the bid opening. Any bidder may withdraw his, her, or its bid either personally, by written request in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

15. AGREEMENTS AND BONDS

The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which bidder will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Work is as specified in the Special Conditions. The Performance Bond, in an amount equal to one hundred percent (100%) of the contract price, must be executed by an admitted Surety approved to conduct business in the State of California, which meets the highest standards the County is legally permitted to establish. The Payment Bond, in an amount equal to one hundred percent (100%) of the contract price, must be executed by an admitted Surety approved to conduct business in the State of California, which meets the highest standards the County is legally permitted to establish. Bonds shall be in the form set forth in the contract documents. All bonds required, whether Bid bonds, Performance, Payment, or other bonds, shall be issued by a California admitted surety insurer. The Bid Bond, Performance Bond, and Payment Bond must be issued by the same admitted surety insurer. The payment and performance bonds required by these specifications will neither be accepted nor approved by the County unless the bonds are underwritten by an admitted surety; and the requirements of California Code of Civil Procedure section 995.630(a) and (b) are met; and the bonds are accompanied by the County Clerk's certificate as provided for in California Code of Civil Procedure Section 995.640(b). The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. The apparent lowest responsible bidder must submit together with the performance and payment bonds the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code § 173.

If the surety insurer is not found to be an "admitted surety insurer" the bid shall be determined non-responsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities in an amount equal to or in excess of the amount of the bond, subject to Section 12090 of the Insurance Code; or if the bidder fails to provide the specified documents; the bid may be determined non-responsive and may be rejected.

16. **INTERPRETATION OF PLANS AND DOCUMENTS**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he, she, or it may submit to the County a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. All addenda may be mailed, delivered, faxed, or sent via electronic mail. County shall immediately send a hard copy via regular mail or overnight delivery, at the option of County. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures.

17. **BIDDERS INTERESTED IN MORE THAN ONE BID AND BIDDERS NOT QUALIFIED TO BID**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. 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 making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be non-responsive.**

18. **AWARD OF CONTRACT**

The County reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the County, will be to the lowest responsible bidder.

19. **DETERMINATION OF LOWEST RESPONSIBLE BIDDER**

A local agency may require a bid for a public work contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is

being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of a specification, only the method provided by subdivision (a) will be used:

(a) The lowest responsible bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

(b) The lowest responsible bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest responsible bid price.

(c) The lowest responsible bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

(d) The lowest responsible bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the local agency from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

(e) Nothing in this section shall preclude the prequalification of subcontractors.

20. **EVIDENCE OF RESPONSIBILITY**

Upon the request of the County, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the County satisfactory evidence showing the bidder's financial resources, his construction experience in the type of work being required by the County, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The County may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

21. **LISTING SUBCONTRACTORS**

Each bidder shall submit with his, her, its sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, within one business day after the bid opening, Contractor shall provide the address, phone number, and license number of each listed subcontractor. If the bidder fails to provide information within one business day, The County may in its discretion, reject the bid as non-responsive. See Exhibit “C”

22. **WORKERS' COMPENSATION**

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the County the following certificate prior to performing the work under this contract:

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

The form of such certificate is included as part of the contract documents. See Exhibit “D”

23. **NON-COLLUSION AFFIDAVIT**

Public Contract Code Section 7106 requires each bidder to execute and submit, at the time of submission of his, her, or its bid. A bidder’s failure to submit this form shall result in his, her, or its bid being considered non-responsive. See Exhibit “E”

24. **SUBSTITUTION OF SECURITY/RETENTION OF FUNDS**

This project is subject to the provisions of Public Contract Code § 22300 whereby the Contractor may elect to enter into an escrow for the deposit of securities and/or funds withheld to ensure performance of the contract. Any escrow used shall be established using the escrow agreement form specified in the Contract Documents. See Exhibit “E”

25. **CONTRACTOR'S LICENSE**

“Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions

concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826." If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will be considered non-responsive.

26. ASSIGNMENT OF ANTITRUST AND UNFAIR BUSINESS PRACTICES CLAIMS IN PUBLIC WORKS CONTRACTS

In accordance with Section 7103.5(b) of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

27. ASSIGNMENT OF ANTITRUST AND UNFAIR BUSINESS PRACTICES CLAIMS IN PUBLIC PURCHASING CONTRACTS

In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28. STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY

Where applicable to the work of this contract, County shall make available to Contractor a copy of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit"). Contractor shall obtain the Permit from County prior to bidding on this contract. County shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan

(SWPPP) at least two weeks prior to the opening of bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to Article 69 of the General Conditions hereof, including requirements specified in other parts of the contract documents. It shall be Contractor's responsibility to evaluate and include in the bid the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

29. **ETHICS IN BIDDING**

The County expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The County will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

30. **SUBSTITUTIONS AND SPECIAL BRAND NAMES**

In accordance with Public Contract Code section 3400 "prior to the award of the contract", County must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than five (5) days prior to bid date, if a bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the County's representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. The same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is non-responsive.

BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE COUNTY OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE COUNTY. THE COUNTY HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

31. LIQUIDATED DAMAGES

Should the Contractor fail to complete this contract, and each phase of the work provided therein within the time fixed for such completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the County may deduct the amount thereof from any money due or to become due to the Contractor) the sum of \$500.00 per calendar day as liquidated damages. In accordance with the provisions of Government Code Section 4215, the contractor shall not be assessed liquidated damages where delay is caused by failure of the County or the County of the utility to provide for the removal or relocation of utility facilities, but only if such utilities are not identified in the plans and specifications.

Exhibit A

BID FORM

TO: GLENN COUNTY CENTRAL SERVICES ACTING BY AND THROUGH ITS GOVERNING BOARD, HEREIN CALLED THE "THE COUNTY":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself, herself, or itself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

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all in strict conformity with the drawings and specifications and other contract documents submits the following bid:

Base Bid

_____ Dollars
(\$ _____ . _____)

Add/Alt Bid - PSF price for dry rot replacement

_____ Dollars
(\$ _____ . _____)

Amount of **OVERHEAD** (to include bonds, insurance, and supervision) and profit to be added or deducted for change orders: _____ %

Time for Completion:

The Contractor must complete the contracted work within THIRTY (30) construction days from the date listed on the written Notice to Proceed, unless an extension or extensions of time or suspension of work is authorized as provided in the Contract documents. Should the Contractor fail to perform the work contracted for under this Agreement within the Contract Period, plus, if any, approved extension(s) of time, the County will deduct from any money due or that may become due the Contractor under the Contract the sum of five hundred dollars (\$500.00) per day as liquidated damages as fully set forth in the contract documents.

Supplemental Bid Conditions:

1. The County reserves the right to reject this bid.
2. Contractor's bid, unless timely revoked by Contractor, shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. Contractor guarantees that it will perform the above-referenced construction services in accordance with the attached Lump Sum Bid and Schedule of Values for a period of twelve (12) months from the date that the Board approves the written agreement.
4. Contractor has completed and signed the attached Schedule of Values. The Schedule of Values shall become part of the contract documents and shall be relied upon by the County in the event there are revisions in the scope of work in this contract. The Contractor acknowledges that the total value on the Schedule of Values equals the based proposal amount. The Contractor has carefully checked all of the figures on the schedule of values and the Bid Form and understands that the County will not be responsible for any errors or omissions on the part of the Contractor in presenting this bid.
5. Contractor shall have ten (10) calendar days, from the date it receives written notice from the County that the County has accepted its proposal, to sign the enclosed Contract documents and furnish the necessary bonds and insurance certificated to the County. The Contractor's failure to sign in a timely manner and return the necessary contract documents shall constitute a material breach of the Contractor's obligations.
6. Contractor shall prosecute the work in a prompt, diligent and workmanlike manner. It is understood and agreed that the work shall be completed within the number of calendar days stated on the Proposal Form from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the work is authorized as provided in the Conditions of the Contract.

7. Contractor has examined the location of the proposed work and is familiar with the Drawings and other Contract Documents and the local conditions at the place where the work is to be done.

Supplemental Matters

1. The required bid security is attached hereto.
2. Non-collusion affidavit is attached hereto.
3. The required list of proposed subcontractors is attached hereto.
4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as non-responsive.
5. Notice of acceptance or requests for additional information should be addressed to Contractor at the address stated below.
6. The names of all persons interested in the foregoing proposal as principals are as follows:

Name of Corporation/Partnership/Sole Proprietorship Presenting Bid: _____

_____ Title: _____
_____ Title: _____
_____ Title: _____
_____ Title: _____
_____ Title: _____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof. If the bidder is a partnership, please state true name of firm, also names of all individual partners comprising the firm. If bidder is a sole proprietorship, please state first and last names of County(s) in full.)

7. Bidder certifies that he, she, its licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____.

I/We, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of _____ at _____ County, California.

Proper Name of Bidder _____

By _____

Title _____

Signature of Person on Behalf of Bidder
Who Has Authorization to Bind Bidder

By _____

Title _____

Signature of Person on Behalf of Bidder
Who Has Authorization to Bind Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal. If bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: _____

Place of Residence: _____

Telephone: (____) _____

CONTRACTORS STATE LICENSE BOARD NO.: _____

CLASSIFICATION: _____

Exhibit B

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the _____, hereinafter called the County, in the penal sum of _____ PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said County for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated

_____, 2018 for _____.

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

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

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL _____

By: _____

Title: _____

SURETY: _____

By: _____

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

Exhibit C

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as non-responsive.

Subcontractor Name

Portion of Work

Location and Place of Business

By _____

Proper Name of Bidder

Appendix D

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code Section 3700:

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

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

By 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 or her employees.

For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which, on December 31 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Proper Name of the Contractor

By: _____

Signature of Contractor

(In accordance with Article 5 [commencing at Section 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_)

Appendix E

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California)sis

County of _____

_____, Being first duly sworn, deposes

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

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

Dated: _____

Signature: _____

SECTION 07500

MODIFIED BITUMINOUS MEMBRANE ROOFING

WILLOWS MEMORIAL HALL

PART 1 — GENERAL

1.1 SCOPE OF WORK

- A. Provide all labor, equipment and non owner supplied materials to install the new roof system over the properly prepared substrate.
 - 1. Tear off existing roof system (s) to the structural deck.
 - 2. Locate and repair/replace all areas of damaged substrate prior to installing new roof system. Roofing manufacturer must have representative inspect structural deck prior to any materials being installed.
 - 3. Install insulation per specification.
 - 4. Install modified base sheet per specification.
 - 5. Install modified cap sheet per specification.
 - 6. Remove and replace existing sheet metal edge flashing from all roof sections.
 - 7. Install termination bar at all roof to wall locations. Seal top of termination bar and install counter flashing.
 - 8. Apply Title 24 compliant “Cool Roof” coating per specification.

1.2 REFERENCES

- A. American Society of Civil Engineers (ASCE):
 - 1. ASCE 7-10, Minimum Design Loads for Buildings and Other Structures.
- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM D41 Standard Specification for Asphalt Primer Used in Roofing, Dampproofing and Waterproofing.
 - 2. ASTM D312 Standard Specification for Asphalt Used in Roofing.
 - 3. ASTM D5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
 - 4. ASTM E108 Standard Test Methods for Fire Test of Roof Coverings.

- 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.

1.3 SUBMITTALS FOR REVIEW

- A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements. Include data substantiating that materials comply with the minimum specified requirements including rubber content, low temperature flexibility, tensile strength, tear strength, and amount of recycled content (post consumer and post industrial).
- B. Samples: Submit four (4) samples of the following:
 - 1. Cap Sheet
 - 2. SBS Modified Base Sheet
 - 3. Membrane wall and curb flashing with no hems
- C. Specimen Warranty: Provide an unexecuted copy of the 30 year No Dollar Limit water tight warranty covering every part of the Built Up Roofing system specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.
- D. Any material submitted as equal to or better than the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. All items from 1.4 and 1.5 of this section must be provided in substitution request.
- E. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance. Substitution requests will only be considered from prime contractors.
- F. Design Wind Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-10, Method 2 for Components and Cladding, sealed by a registered professional structural II engineer licensed in California and employed by the system manufacturer as a full-time staff engineer. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.

1.4 SUBMITTALS FOR INFORMATION

- A. Manufacturer's Installation Instructions: Submit installation instructions and recommendations indicating special precautions required for installing the membrane.
- 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 furnished is approved or accepted by Factory Mutual Approval Standard 4470.
- D. Manufacturer's Certificate: Submit a certified copy of the roofing manufacturer's ISO 9001 compliance certificate if available.
- E. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147.
- F. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
- G. Qualification data for firms and individuals identified in Quality Assurance Article below.
- H. Notarized statement from the Roofing System Manufacturer, signed by an Officer of the Corporation with the Corporate Seal affixed there to stating that the Roofing System Manufacturer will provide field inspections on a daily basis during the entire period of installation until all construction is completed and to be performed by a full time employee of the manufacturer at no additional cost to the owner.

1.5 CONTRACT CLOSEOUT SUBMITTALS

- A. General: Comply with Requirements of Division 01 Section - Closeout Submittals.
- B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.
- D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
- E. Demonstration and Training Schedule: Provide a schedule of proposed dates and times for instruction of Owner's personnel in the maintenance requirements for completed roofing work. Refer to Part 3 for additional requirements.

1.6 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** Company specializing in manufacturing the products specified in this Section with not less than 12 years documented experience.
- B. **Installer Qualifications:** Company specializing in modified bituminous roofing installation with not less than 5 years experience and authorized by roofing system manufacturer as qualified to install manufacturer's roofing materials.
- C. **Installer's Field Supervision:** Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.
- D. **Maintain a copy of the Contract Documents** in the possession of the Supervisor/Foreman and on the roof at all times.
- E. **Source Quality Control:** Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.
- F. **Material Manufactures full time Representative** to perform three times weekly field inspections and reports. The reports are to be updated every Friday on-line with photo's and job in progress written updates. Reports and inspections will be performed free of charge to the owner.

1.7 PRE-INSTALLATION CONFERENCE

- A. **Pre-Installation Roofing Conference:** Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of modified bituminous roofing system installation and associated work.
- B. **Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing that must precede or follow roofing work (including mechanical work if any), Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work:**
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 - 4. Review roofing system requirements specifications and other contract documents.
 - 5. Review required submittals both completed and yet to be completed.

6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 7. Review required inspection, testing, certifying and material usage accounting procedures.
 8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).
 9. Record discussion of conference including decisions and agreements (or disagreements) reached and furnishes copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
 10. Review notification procedures for weather or non-working days.
- C. The Owner's Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
 - D. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the Owner.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to prevent moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).
- C. Do not leave unused materials on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- D. Secure all material and equipment on the job site. If any material or equipment is stored on the roof, assure that the integrity of the deck is not compromised at any time. Damage to the deck caused by the Contractor's actions will be the sole responsibility of the Contractor, and the deck will be repaired or replaced at his expense.

1.9 MANUFACTURER'S INSPECTIONS

- A. When the Project is in progress, the roofing system manufacturer will provide the following services free of charge:

1. Report progress and quality of the work as observed with weekly on-line reports. Reports are due every Monday on-line to the Owner; reports to include photos of work in progress and completed work.
2. Job site inspections a minimum of 3 days per week with photo documentation.
3. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
4. Confirm after completion that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.10 PROJECT CONDITIONS

- A. Proceed with roofing work only when existing and forecasted weather conditions will permit a unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- B. Do not apply roofing insulation or membrane to damp deck surface.
- C. Do not expose materials subject to water or solar damage in quantities greater than can be weatherproofed during same day.

1.11 SEQUENCING AND SCHEDULING

- A. Sequence installation of roofing with related units of work specified in other Sections to ensure that roof assemblies, including roof accessories, flashing, trim and joint sealers, are protected against damage from effects of weather, corrosion and adjacent construction activity.
- B. Complete all roofing field assembly work each day. Phased construction will not be accepted.

1.12 WARRANTY

- A. Upon completion of installation, and acceptance by the Owner the Manufacturer will supply to the Owner a 30 Year No Dollar Limit Warranty.
- B. Installer will submit a (2) two year warranty to the membrane manufacturer with a copy directly to Owner.

1.13 DESIGN AND PERFORMANCE CRITERIA

- A. Uniform Wind Uplift Load Capacity
 1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Attachment shall be installed exactly as given in Part 3. (To be included with bid documents)

- a. Design Code: ASCE 7-10, Method 2 for Components and Cladding.
- b. Category III Building with an Importance Factor of 1.15.
- c. Safety Factor: 1.650 after any load reduction or material stress increase.
- d. Wind Speed: 130 MPH
- e. Ultimate Pullout Value: 730 lbs.
- f. Exposure Category: C
- g. Design Roof Height: 20 feet.
- h. Minimum Building Width: 115 feet.
- i. Roof Pitch: 1/2 inches per foot.
- j. Topographic Factor: 1.00
 - 1) Roof Area Design Uplift Pressure:
 - 2) Zone 1 - Field of roof: 20.6
 - 3) Zone 2 - Eaves, ridges, hips and rakes
 - 4) Zone 3 - Corners

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.
 - 2. Include a list of five (5) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Owner or Owner's Representative.

3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. Substitution request must be submitted by prime bidding contractor a minimum of 7 business days before Bid Due Date.

2.2 DESIGN BASED UPON

- A. The design is based upon roofing systems engineered and manufactured by The Garland Company.

2.3 DESCRIPTION

- A. Modified bituminous roofing work including but not limited to:
 1. One ply of Garland Stressbase 80 base sheet bonded to the prepared substrate with bitumen.
 2. Hot Bitumen: ASTM D312, Type III steep asphalt having the following characteristics:
 - a. Softening Point 185°F - 205°F
 - b. Flash Point 500°F
 - c. Penetration @ 77°F 15-35 units
 - d. Ductility @ 77°F 2.5 cm
 3. Base Flashing Ply: One (1) ply of SBS base flashing ply covered by an additional layer of modified bitumen membrane and set in bitumen.
 4. Modified Membrane: Stressply Plus FR MINERAL; 145 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane with fiberglass reinforced scrim.
 5. Surfacing: Apply white acrylic coating ASTM G26

2.4 BITUMINOUS MATERIALS

- A. Asphalt Primer: V.O.C. compliant, ASTM D41.
- B. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D2822, Type II.
- C. Interply Adhesive: ASTM D312, Type III.

2.5 SHEET MATERIALS

- A. Base Ply (Stressbase 80 Sheet): Fiberglass scrim with the following minimum performance requirements according to ASTM D5147. Properties (Finished Membrane):
 1. Tensile Strength (ASTM D5147)

- a. 2 in/min. @ 73 ± 3.6°F MD 100 lbf/in CMD 100 lbf/in
 - 2. Tear Strength (ASTM D5147)
 - a. 2 in/min. @ 73 ± 3.6°F MD 110 lbf CMD 110 lbf
 - 3. Elongation at Maximum Tensile (ASTM D5147)
 - a. 2 in/min. @ 73 ± 3.6°F MD 2.5% CMD 2.5%
 - 4. Low Temperature Flexibility (ASTM D5147): Passes -30°F (-34°C)
- B. Base Flashing Ply (Stressbase 80 Sheet): Fiberglass scrim with the following minimum performance requirements according to ASTM D5147. Properties (Finished Membrane):
- 1. Tensile Strength (ASTM D5147)
 - a. 2 in/min. @ 73 ± 3.6°F MD 100 lbf/in CMD 100 lbf/in
 - 2. Tear Strength (ASTM D5147)
 - a. 2 in/min. @ 73 ± 3.6°F MD 110 lbf CMD 110 lbf
 - 3. Elongation at Maximum Tensile (ASTM D5147)
 - a. 2 in/min. @ 73 ± 3.6°F MD 2.5% CMD 2.5%
- C. Modified Flashing Ply:
- 1. STRESSPLY PLUS FR MINERAL
- D. Modified Membrane Properties (Finished Membranes): STRESSPLY PLUS FR MINERAL; ASTM D6163, Type III Grade G
- 1. Tensile Strength (ASTM D5147)
 - a. 2 in/min. @ 73 ± 3.6°F MD 310 lbf/in CMD 310 lbf/in
 - 2. Tear Strength (ASTM D4073)
 - a. 2 in/min. @ 73 ± 3.6°F MD 500 lbf CMD 500 lbf
 - 3. Elongation at Maximum Tensile (ASTM D2523)
 - a. 2 in/min. @ 73 ± 3.6°F MD 3.5 % CMD 3.5 %
 - 4. Low Temperature Flexibility (ASTM D5147): Passes -30 °F

2.6 SURFACINGS

- A. White Elastomeric Roof Coating: Pyramic; Energy Star approved white acrylic roof coating:

1. Weight/Gallon 12 lbs./gal. (1.44 g/cm³)
2. Non-Volatile % (ASTM D 1644) 66 min
3. Reflectance 81%

2.6 RELATED MATERIALS

- A. Roof Insulation Fasteners: Follow roof system manufacturer's wind uplift calculations.
- B. ½" wood fiber insulation roof board.
- C. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the manufacturer of the deck material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.
- D. All roof slopes greater than 2" in 12" all SBS Modified sheets must be back nailed or strapped.

- E. Urethane Sealant: One part, non-sag sealant as recommended and furnished by the membrane manufacturer for moving joints.
 1. Tensile Strength (ASTM D412) 250 psi
 2. Elongation (ASTM D412) 950%
 3. Hardness, Shore A (ASTM C920) 35
 4. Adhesion-in-Peel (ASTM C920) 30 pli

- D. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
 1. Elongation (ASTM D412) 300%
 2. Hardness, Shore A (ASTM C920) 50
 3. Shear Strength (ASTM D1002) 300 psi

- E. Glass Fiber Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.

PART 3 — EXECUTION

3.1 EXECUTION, GENERAL

- A. Comply with requirements of NRCA, Roofing and Waterproofing.

3.2 EXAMINATION

- A. Verify that deck surfaces and project conditions are ready to receive work of this Section.
- B. Verify that deck is supported and secured to structural members.
- C. Verify that deck is clean and smooth, free of depressions, projections or ripples, and is properly sloped to drains, valleys, or eaves.
- D. Verify that adjacent roof substrate components do not vary more than [¼] inch in height.
- E. Verify that deck surfaces are dry and free of ice.
- F. Confirm that moisture content does not exceed twelve (12) percent by moisture meter tests. On concrete deck pour hot asphalt on to deck if it bubbles / foams and once cooled does not adhere to the substrate, the moisture levels are too high.
- G. Verify that openings, curbs, pipes, conduit, sleeves, ducts, and other items which penetrate the roof are set solidly, and that wood cant strips, wood nailing strips, and reglets are set in place.

3.3 DECK PREPARATION

- A. Wood Deck
 - 1. Verify that wood decking is flat and has tight joints.

3.4 GENERAL INSTALLATION REQUIREMENTS

- A. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
- B. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
- C. Protect other work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore other work damaged by installation of the coal tar modified bituminous roofing system.
- D. Coordinate installation of roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation with two (2) plies of #15 organic roofing felt set in full moppings of bitumen and with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work.
- E. Asphalt Bitumen Heating: Heat and apply bitumen in accordance with the Equiviscous Temperature (EVT) Method as recommended by National Roofing Contractors Association (NRCA). Do not raise temperature above minimum normal fluid-holding temperature necessary to attain EVT (plus 5°F at point of application) more than one (1) hour prior to time of application. Determine flash point, finished blowing temperature,

EVT, and fire-safe handling temperature of bitumen either from information by manufacturer or by suitable test. Do not exceed recommended temperature limits during bitumen heating. Do not heat to a temperature higher than twenty five degrees (25°F) below flash point. Discard bitumen that has been held at temperature exceeding Finishing Blowing Temperature (FBT) for more than three (3) hours. Keep kettle lid closed except when adding bitumen.

- F. Asphalt Bitumen Mopping Rate:
 - 1. Modified Membrane Mopping: Apply bitumen at the rate of approximately thirty (30) lb. of bitumen per roof square.
- G. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- H. Apply roofing materials as specified by manufacturer's instructions.
 - 1. Keep roofing materials dry before and during application.
 - 2. Do not permit phased construction.
 - 3. Complete application of roofing plies, modified sheet and flashing in a continuous operation.
 - 4. Begin and apply only as much roofing in one day as can be completed that same day.
- I. Cut-Offs (Waterstops): At end of each day's roofing installation, protect exposed edge of incomplete work, including ply sheets and insulation. Provide temporary covering of two (2) plies of #15 organic roofing felt set in full moppings of bitumen with joints and edges sealed.
- J. Broadcast minerals into the bleed out of bitumen while bitumen is at its recommended EVT temperature to achieve uniform color throughout.

3.6 BASE PLY INSTALLATION

- A. Base Ply: Install one (1) base ply sheet in thirty (30) lbs. per square of bitumen shingled uniformly to achieve one ply over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof.
- B. Lap ply sheet ends eight (8) inches. Stagger end laps twelve (12) inches (304mm) minimum.
- C. Lightly broom in base ply to assure complete adhesion.
- D. Extend ply two (2) inches beyond top edges of cants at wall and roof projections and equipment bases.

- E. Install base flashing ply to all perimeter and projection details after membrane application.

3.7 MODIFIED MEMBRANE APPLICATION

- A. Solidly bond the modified membrane to the base layer with specified asphalt at the rate of twenty five (25) to thirty (30) lbs. per 100 square feet.
- B. The modified membrane roll must push a puddle of asphalt in front of it with asphalt slightly visible at all side laps. Exercise care during application to eliminate air entrapment under the membrane.
- C. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
- D. Install subsequent rolls of modified membrane across the roof as above with a minimum of four (4) inch (101mm) side laps and eight (8) inch end laps. Stagger the end laps. Apply the modified membrane in the same direction as the previous layers but stagger the laps so they do not coincide with the laps of the base layers.
- E. Apply asphalt no more than five (5) feet ahead of each roll being embedded.
- F. Extend membrane two (2) inches beyond top edge of all cants in full moppings of the specified asphalt.

3.8 FLASHING MEMBRANE INSTALLATION

- A. Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
- B. Prepare all walls, penetrations, expansion joints to be flashed with asphalt primer at the rate of one hundred (100) square feet per gallon. Allow primer to dry tack free.
- C. Use the modified membrane as the flashing membrane. Adhere to the underlying base flashing ply with specified asphalt unless otherwise noted in these specifications. Nail off at a minimum of eight (8) inches o.c. from the finished roof at all vertical surfaces.
- D. Solidly adhere the entire sheet of flashing membrane to the substrate.
- E. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
- F. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work.
- G. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
- H. Equipment Support
 - 1. Minimum curb height is eight (8) inches. Prime vertical at a rate of one hundred (100) square feet per gallon and allow to dry.

2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Install base flashing ply covering curb set in bitumen with six (6) inches on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Attach top of membrane to top of curb and nail at eight (8) inches o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured cover. Fasten sides at twenty four (24) inches o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

I. Curb Detail/Air Handling Station

1. Minimum curb height is eight (8) inches. Prime vertical at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Install base flashing ply covering curb set in bitumen with six (6) inches on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

J. Coping Cap

1. Minimum flashing height is eight (8) inches. Maximum flashing height is twenty four (24) inches. Prime vertical wall at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Attach tapered board to top of wall.
4. Install base flashing ply covering entire wall and wrapped over top of wall and down face with six (6) inches on to field of roof and set in hot asphalt. Nail membrane at eight (8) inches o.c.

5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and allow to cure and aluminize.
6. Install continuous cleat and fasten at six (6) inches o.c. to outside wall.
7. Install new metal coping cap hooked to continuous cleat. Fasten inside cap twenty four (24) inches o.c. with approved fasteners and neoprene washers through slotted holes which allow for expansion and contraction.

K. Surface Mounted Counter flashing

1. Minimum flashing height is eight (8) inches. Maximum flashing height is twenty four (24) inches. Prime vertical wall at a rate of one hundred (100) square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of two (2) inches.
3. Install base flashing ply covering wall set in bitumen with six (6) inches on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, nine (9) inches on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall.
6. Secure counterflashing set on butyl tape above flashing at eight (8) inches o.c. and caulk top of counterflashing.

L. Roof Drain

1. Plug drain to prevent debris from entering plumbing.
2. Taper insulation to drain minimum of twenty four (24) inches from center of drain.
3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (thirty (30) inch square minimum) in (1/4) inch bed of mastic. Run lead/copper into drain a minimum of two (2) inches. Prime lead/copper at a rate of one hundred (100) square feet per gallon and allow to dry.
5. Install base flashing ply (forty (40) inch square minimum) in bitumen.
6. Install modified membrane (forty eight (48) inch square minimum) in bitumen.
7. Install clamping ring and assure that all plies are under the clamping ring.

8. Remove drain plug and install strainer.

M. Plumbing Stack

1. Minimum stack height is twelve (12) inches.
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in (1/4) inch bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Turn sleeve a minimum of one (1) inch down inside of stack.

3.9 FLASHING'S

A. Three course all flashing's:

1. Trowel grade asphalt based roofing mastic designed for use in repair and patching against leaks in asphalt based roofing systems. Product must contain plasticizing oils and resins which provide low temperature flexibility and ductility.
2. SBR coated woven fiberglass reinforcing fabric to be used in all 3 course applications.

3.10 APPLICATION OF SURFACING

- A. Prior to installation of surface, obtain approval from manufacturer as to work completed. 14 days are required prior to final surfacing.
- B. Reflective Coating
 1. Paint all exposed roofing with manufacturer's Energy Star acrylic coating installed at a rate of one and one half (1.5) gallons per square per coat in a two coat application. Total of three gallons per 100 sq ft.

3.11 FIELD QUALITY CONTROL

- A. Perform field inspection and as required by manufacturer.
- B. Correct defects or irregularities discovered during field inspection.

- C. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system. A copy of the specification should also be on site at all times.

3.12 CLEANING

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

3.13 CONSTRUCTION WASTE MANAGEMENT

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

3.14 FINAL INSPECTION

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

3.15 OWNER SUPPLIED MATERIALS

A. Contractor must submit to the Owner all quantities of owner supplied materials needed to complete this project per specification section 07 52 00 with their bid. Contractor must provide all labor to install owner supplied materials as part of their bid. All materials not specifically included in the owner supplied materials section will be the responsibility of the contractor to provide and install in compliance with section 07 52 00. Contractor must provide an accurate list of owner supplied materials to the Owner, overages will be returned to the Owner and under estimated quantities will be the full responsibility of the contractor to supply and install in full compliance with this section. Freight charges of Owner supplied materials will be the responsibility of the Owner. Contractor must take delivery of materials, properly cover and store at jobsite. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of section 07 52 00.

A. Materials specifically provided by the Owner;

1. Stress Ply Plus Fr Mineral 75 sq ft roll – 267
2. Stress Base 80 150 sq ft roll - 134
3. Pyramic 55 gallon drums – 11
4. Flashing Bond 5 gallon pails - 10
5. Tuff Stuff Urethane Sealent 10.1 ounce tube - 30
6. Garmesh 6” x 150’ rolls – 5

END OF SECTION 07500

MODIFIED BITUMINOUS MEMBRANE ROOFING - HOT APPLIED

BID INSTRUCTIONS AND CONDITIONS

BID PACKAGE

GLENN COUNTY JAIL ROOFING PROJECT 2018

The bidding documents include the Notice to Bidders, Bid Instructions/ Conditions, Specifications, Non-collusion Affidavit, Sub Contractors List, bid bond form, and the Bid Form.

1. Bids shall be delivered in a sealed envelope plainly marked on the outside with the following: "**BID FOR JAIL ROOFING**". Bids must be returned to Glenn County Board of Supervisors located at 525 West Sycamore Street Suite B1, Willows, CA. by **3 p.m. September 18, 2018**. Time and date bid received by County must be entered on the envelope and initialed by the Clerk of the Board or designated Deputy. The bids will be opened publicly and read aloud.

2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for the receipt of bids indicated in the Notice to Bidders, or prior to any extension thereof, issued to the bidders. Bids received after the scheduled time for receipt of bids, shall be rejected as **non-responsive**.

3. PREPARATION OF BID FORM

The County invites bids on the **attached** form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. **All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures.** If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that their bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. See Exhibit "A".

4. BID BOND

All bids shall be accompanied by a bid bond or cashier's check in the amount of not less than ten percent (10%) of the bid submitted. The above-mentioned bid bond or cashier's check shall be given as a guarantee that the bidder will enter into a contract, if awarded the contract, and will be declared in the amount of liquidated damages at \$500.00 per day, if the bidder refuses or neglects to enter into said contract after being requested to do so within ten calendar days of the Board's determination that the bidder is the lowest, responsive bidder. See Exhibit "B"

5. **SUBCONTRACTOR'S LIST**

A subcontractor list is required pursuant to Public Contract Code Section 4104, listing the name and address, (optionally, the telephone number may be included) of each subcontractor who performs work, renders service, or fabricates and installs a portion of the work in an amount in excess of one-half of one percent of the prime contractor's total bid. See Exhibit "C"

6. **FEDERAL IMMIGRATION AND CONTROL ACT OF 1986 ("IRCA")**

The bidder hereby certifies that it is in full compliance with the provisions of the IRCA in the hiring of its employees, and shall remain in compliance during the performance of the work. The bidder shall indemnify, hold harmless, and defend the County against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

7. **PREVAILING WAGES**

Pursuant to Labor Code § 1775, the Contractor shall, as a penalty to the County, forfeit not more than fifty dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the director for the work or craft in which the worker is employed. The amount of this penalty shall be determined by the California State Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his or her prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages.

8. **BID SECURITY**

Each bid shall be accompanied by a certified or cashier's check payable to the County or a satisfactory bid bond in favor of County executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than ten (10) percent of the bid submitted. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him, her, or it in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

9. **FAXED AND ELECTRONIC MAIL BIDS**

County will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission. ALL BIDS MUST BE UNDER SEALED COVER.

10. **SIGNATURE**

The bid must be signed in the name of the bidder and must bear the original wet signature of the authorized signatory person or persons duly authorized to sign the bid. An authorized Officer or representative must be vested (explicitly, implicitly, or through conduct) with the powers to commit the bidder to a binding agreement.

11. **MODIFICATIONS**

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the County's rejection of the bid as not being responsive to the invitation to bid. No oral modification of any bid submitted will be considered.

12. **ERASURES/MUTILATION OF BID DOCUMENTS**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

13. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

Each bidder shall visit the site of the proposed work and fully acquaint himself, herself, or itself with the conditions relating to the construction and labor so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself, herself, or itself with conditions there existing shall in no way relieve any bidder from obligations with respect to his, her, or its bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

14. **WITHDRAWAL OF BIDS**

Unless required by law, no bidder may withdraw his, her, or its bid for a period of sixty (60) days after the date set of the opening thereof. Bids may be withdrawn by the bidder prior to the scheduled time of the bid opening, but may not be withdrawn after the start of the bid opening. Any bidder may withdraw his, her, or its bid either personally, by written request in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

15. **AGREEMENTS AND BONDS**

The Agreement form, which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which bidder will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Work is as specified in the Special Conditions. The Performance Bond, in an amount equal to one hundred percent (100%) of the contract price, must be executed by an admitted Surety approved to conduct business in the State of California, which meets the highest standards the County is legally permitted to establish. The Payment Bond, in an amount equal to one hundred percent (100%) of the contract price, must be executed by an admitted Surety approved to conduct business in the State of California, which meets the highest standards the County is legally permitted to establish. Bonds shall be in the form set forth in the contract documents. All bonds required, whether Bid bonds, Performance, Payment, or other bonds, shall be issued by a California admitted surety insurer. The Bid Bond, Performance Bond, and Payment Bond must be issued by the same admitted surety insurer. The payment and performance bonds required by these specifications will neither be accepted nor approved by the County unless the bonds are underwritten by an admitted surety; and the requirements of California Code of Civil Procedure section 995.630(a) and (b) are met; and the bonds are accompanied by the County Clerk's certificate as provided for in California Code of Civil Procedure Section 995.640(b). The County further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. The apparent lowest responsible bidder must submit together with the performance and payment bonds the following documents:

1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
3. A certificate from the County Clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to 30 days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code § 173.

If the surety insurer is not found to be an "admitted surety insurer" the bid shall be determined non-responsive and shall be rejected. If the surety insurer's assets do not exceed its liabilities in an amount equal to or in excess of the amount of the bond, subject to Section 12090 of the Insurance Code; or if the bidder fails to provide the specified documents; the bid may be determined non-responsive and may be rejected.

16. **INTERPRETATION OF PLANS AND DOCUMENTS**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he, she, or it may submit to the County a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. All addenda may be mailed, delivered, faxed, or sent via electronic mail. County shall immediately send a hard copy via regular mail or overnight delivery, at the option of County. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures.

17. **BIDDERS INTERESTED IN MORE THAN ONE BID AND BIDDERS NOT QUALIFIED TO BID**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. 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 making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be non-responsive.**

18. **AWARD OF CONTRACT**

The County reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the County, will be to the lowest responsible bidder.

19. **DETERMINATION OF LOWEST RESPONSIBLE BIDDER**

A local agency may require a bid for a public work contract to include prices for items that may be added to, or deducted from, the scope of work in the contract for which the bid is

being submitted. Whenever additive or deductive items are included in a bid, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of a specification, only the method provided by subdivision (a) will be used:

(a) The lowest responsible bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

(b) The lowest responsible bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest responsible bid price.

(c) The lowest responsible bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

(d) The lowest responsible bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the local agency from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

(e) Nothing in this section shall preclude the prequalification of subcontractors.

20. **EVIDENCE OF RESPONSIBILITY**

Upon the request of the County, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the County satisfactory evidence showing the bidder's financial resources, his construction experience in the type of work being required by the County, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The County may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

21. **LISTING SUBCONTRACTORS**

Each bidder shall submit with his, her, its sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, within one business day after the bid opening, Contractor shall provide the address, phone number, and license number of each listed subcontractor. If the bidder fails to provide information within one business day, The County may in its discretion, reject the bid as non-responsive. See Exhibit “C”

22. **WORKERS' COMPENSATION**

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the County the following certificate prior to performing the work under this contract:

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

The form of such certificate is included as part of the contract documents. See Exhibit “D”

23. **NON-COLLUSION AFFIDAVIT**

Public Contract Code Section 7106 requires each bidder to execute and submit, at the time of submission of his, her, or its bid. A bidder’s failure to submit this form shall result in his, her, or its bid being considered non-responsive. See Exhibit “E”

24. **SUBSTITUTION OF SECURITY/RETENTION OF FUNDS**

This project is subject to the provisions of Public Contract Code § 22300 whereby the Contractor may elect to enter into an escrow for the deposit of securities and/or funds withheld to ensure performance of the contract. Any escrow used shall be established using the escrow agreement form specified in the Contract Documents. See Exhibit “E”

25. **CONTRACTOR'S LICENSE**

“Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions

concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826." If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will be considered non-responsive.

26. ASSIGNMENT OF ANTITRUST AND UNFAIR BUSINESS PRACTICES CLAIMS IN PUBLIC WORKS CONTRACTS

In accordance with Section 7103.5(b) of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

27. ASSIGNMENT OF ANTITRUST AND UNFAIR BUSINESS PRACTICES CLAIMS IN PUBLIC PURCHASING CONTRACTS

In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28. STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY

Where applicable to the work of this contract, County shall make available to Contractor a copy of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit"). Contractor shall obtain the Permit from County prior to bidding on this contract. County shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan

(SWPPP) at least two weeks prior to the opening of bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to Article 69 of the General Conditions hereof, including requirements specified in other parts of the contract documents. It shall be Contractor's responsibility to evaluate and include in the bid the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

29. **ETHICS IN BIDDING**

The County expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The County will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

30. **SUBSTITUTIONS AND SPECIAL BRAND NAMES**

In accordance with Public Contract Code section 3400 "prior to the award of the contract", County must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than five (5) days prior to bid date, if a bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the County's representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. The same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is non-responsive.

BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE COUNTY OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE COUNTY. THE COUNTY HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

31. LIQUIDATED DAMAGES

Should the Contractor fail to complete this contract, and each phase of the work provided therein within the time fixed for such completion, pursuant to Government Code Section 53069.85, said Contractor shall forfeit and pay (or the County may deduct the amount thereof from any money due or to become due to the Contractor) the sum of \$500.00 per calendar day as liquidated damages. In accordance with the provisions of Government Code Section 4215, the contractor shall not be assessed liquidated damages where delay is caused by failure of the County or the County of the utility to provide for the removal or relocation of utility facilities, but only if such utilities are not identified in the plans and specifications.

Exhibit A

BID FORM

TO: GLENN COUNTY CENTRAL SERVICES ACTING BY AND THROUGH ITS GOVERNING BOARD, HEREIN CALLED THE "THE COUNTY":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having thoroughly examined and familiarized himself, herself, or itself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with

GLENN COUNTY JAIL ROOFING PROJECT 2018

all in strict conformity with the drawings and specifications and other contract documents submits the following bid:

Base Bid

_____ Dollars
(\$ _____.)

Amount of **OVERHEAD** (to include bonds, insurance, and supervision) and profit to be added or deducted for change orders: _____%

Time for Completion: The Contractor must complete the contracted work within _____

___NINETY___ (___90___) construction days from the date listed on the written Notice to Proceed, unless an extension or extensions of time or suspension of work is authorized as provided in the Contract documents. Should the Contractor fail to perform the work contracted for under this Agreement within the Contract Period, plus, if any, approved extension(s) of time, the COUNTY will deduct from any money due or that may become due the Contractor under the

Contract the sum of five hundred dollars (\$500.00) per day as liquidated damages as fully set forth in the contract documents.

Supplemental Bid Conditions:

1. The COUNTY reserves the right to reject this bid.
2. Contractor's bid, unless timely revoked by Contractor, shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
3. Contractor guarantees that it will perform the above-referenced construction services in accordance with the attached Lump Sum Bid and Schedule of Values for a period of twelve (12) months from the date that the Board approves the written agreement.
4. Contractor has completed and signed the attached Schedule of Values. The Schedule of Values shall become part of the contract documents and shall be relied upon by the COUNTY in the event there are revisions in the scope of work in this contract. The Contractor acknowledges that the total value on the Schedule of Values equals the based proposal amount. The Contractor has carefully checked all of the figures on the schedule of values and the Bid Form and understands that the COUNTY will not be responsible for any errors or omissions on the part of the Contractor in presenting this bid.
5. Contractor shall have ten (10) calendar days, from the date it receives written notice from the COUNTY or its Architect that the COUNTY has accepted its proposal, to sign the enclosed Contract documents and furnish the necessary bonds and insurance certificated to the Owner. The Contractor's failure to sign in a timely manner and return the necessary contract documents shall constitute a material breach of the Contractor's obligations.
6. Contractor shall prosecute the work in a prompt, diligent and workmanlike manner. It is understood and agreed that the work shall be completed within the number of calendar days stated on the Proposal Form from the date stipulated on the written Notice to Proceed, unless extension of time or suspension of the work is authorized as provided in the Conditions of the Contract.
7. Contractor has examined the location of the proposed work and is familiar with the Drawings and other Contract Documents and the local conditions at the place where the work is to be done.

Supplemental Matters

1. The required bid security is attached hereto.
2. Non-collusion affidavit is attached hereto.

3. The required list of proposed subcontractors is attached hereto.
4. It is understood and agreed that bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of bid opening or bidder's bid may be rejected as non-responsive.
5. Notice of acceptance or requests for additional information should be addressed to Contractor at the address stated below.
6. The names of all persons interested in the foregoing proposal as principals are as follows:

Name of Corporation/Partnership/Sole Proprietorship Presenting Bid: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

_____ Title: _____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof. If the bidder is a partnership, please state true name of firm, also names of all individual partners comprising the firm. If bidder is a sole proprietorship, please state first and last names of owner(s) in full.)

7. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____.

I/We, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of _____ at _____ County, California.

Proper Name of Bidder _____

By _____

Title _____

Signature of Person on Behalf of Bidder
Who Has Authorization to Bind Bidder

By _____

Title _____

Signature of Person on Behalf of Bidder
Who Has Authorization to Bind Bidder

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal. If bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

Business Address: _____

Place of Residence: _____

Telephone: () _____

CONTRACTORS STATE LICENSE BOARD NO.: _____

CLASSIFICATION: _____

Exhibit B

BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____,
as Principal, and _____, as Surety, are held and
firmly bound unto the _____, hereinafter
called the Owner, in the penal sum of _____ PERCENT (10 %) OF
THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said COUNTY for the
work described below for the payment of which sum in lawful money of the United States, well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted
the accompanying bid dated

_____, 20____ for _____.

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

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

In the event suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety
shall pay all litigation expenses incurred by the COUNTY in such suit, including reasonable
attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

PRINCIPAL _____

By: _____

Title: _____

SURETY: _____

By: _____

Attorney-in Fact

(Attach Attorney-in-Fact Certificate)

Exhibit C

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (chapter 4 (commencing at section 4100), part 1, division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this contract. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as non-responsive.

Subcontractor Name

Portion of Work

Location and Place of Business

By_____

Proper Name of Bidder

Appendix D

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

Labor Code Section 3700:

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

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

By 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 or her employees.

For all political subdivisions of the State, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the State itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before May 31, 1979, a political subdivision of the State, which, on December 31 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Proper Name of the Contractor

By: _____

Signature of Contractor

(In accordance with Article 5 [commencing at Section 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_)

Appendix E

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California)sis

County of _____

_____, Being first duly sworn, deposes

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

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

Dated: _____

Signature: _____

SECTION 07563
FLUID APPLIED ROOFING RESTORATION
GLENN COUNTY JAIL – WILLOWS, CA.

PART 1 GENERAL

- 1.1 Provide all labor, equipment and non-Owner supplied materials to complete the roofing project.

SCOPE OF WORK:

- A. Remove all debris from roofing system.
- B. Power wash roof with Simple Green.
- C. Apply Unibond to all seams.
- D. Apply White Knight Plus base coat @ a rate of 1.5 gallons per 100 sq ft to entire roof.
- E. Apply White Knight Plus top coat @ a rate of 1.5 gallons per 100 sq ft to entire roof.

1.2 REFERENCES

- A. ASTM C 1250 - Standard Test Method for Nonvolatile Content of Cold Liquid-Applied Elastomeric Waterproofing Membranes.
- B. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
- C. ASTM D 1475 - Standard Test Method For Density of Liquid Coatings, Inks, and Related Products.
- D. ASTM D 1876 - Standard Test Method for Peel Resistance of Adhesives (T-Peel Test).
- E. ASTM D 3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.
- F. SRI - Solar Reflectance Index calculated according to ASTM E 1980.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Verification Samples: For each product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, and color.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- E. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with

fire and extended coverage insurance on roofing and associated work. Provide inspection progress reports during the installation of the coating.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.5 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Owner, roofing system manufacturer's representative.
- C. Objectives include:
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
 - 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
 - 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 - 6. Review required inspection, testing, certifying procedures.
 - 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 - 8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Weather Condition Limitations: Do not apply roofing system during inclement weather or when a 40 percent chance of precipitation or greater is expected.
- C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- D. When applying materials with spray equipment, take precautions to prevent over spray and/or solvents from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:
 - 1. Close air intakes into the building.
 - 2. Have a dry chemical fire extinguisher available at the jobsite.
- E. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75 degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.
- F. Take precautions to ensure that materials do not freeze.
- G. Minimum temperature for application is 40 degrees F (4 degrees C) and rising for solvent based materials and 50 degrees F (10 degrees C) and rising for water based.

1.8 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed limited labor and materials Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with

the labor and material necessary to return the defective area to a watertight condition.

1. Warranty Period:

- a. 10 years from date of acceptance.

- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.

1. Warranty Period:

- a. 2 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. or pre-approved equal.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 ROOF RESTORATION SYSTEM FOR SINGLE PLY ROOFS

- A. White-Knight Plus
 1. Primer: None
 2. Coating: White-Knight Plus:
 3. Flashing: Repair or replace as needed.
 4. Reinforcement: Apply in base coat of seams and around penetrations only.
 - a. Grip Polyester Soft:
 5. Surfacing: None

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared and inspected by the coating manufacture.
- B. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- C. If substrate preparation is the responsibility of another installer, notify Owner of unsatisfactory preparation before proceeding.

3.2 ROOF PREPARATION AND REPAIR

- A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- B. Remove all loose dirt and foreign debris from the roof surface. Do not damage roof membrane in cleaning process.
- C. Clean and seal all parapet walls, and repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.
- D. Clean the entire roof surface by removing all dirt, algae, paint, oil, talc, rust or foreign substance. Use warm water. Scrub heavily soiled areas with a brush. Rinse with fresh water. Allow roof to dry thoroughly before continuing.
- E. Repair existing roof membrane as necessary to provide a sound substrate for the liquid

membrane. All surface defects (cracks, blisters, tears) must be repaired with similar materials.

3.3 INSTALLATION

- A. General Installation Requirements:
 - 1. Install in accordance with manufacturer's instructions.
 - 2. Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore work damaged by installation of the roofing system.
 - 3. Keep roofing materials dry during application. Phased construction can be allowed as long as no, more than 7 days pass between coats.

- B. Single Ply Roof Restoration Renovation: work includes:
 - 1. Surface preparation: Remove membrane chalking, dust, dirt, and debris.
 - 2. Flashing:
 - a. Parapets and Vertical Surfaces: Inspect and make repairs to any splits or membrane deterioration.
 - b. Metal Flashings: Repair/Replace damaged metal flashings, pitch pockets, etc.
 - 3. Reinforcement: Base coat and treatment of field seams and around penetrations:
 - a. Application of Reinforcement with White-Knight Plus on field seams, flashings and around penetrations:
 - 1) Verify that the surface to be coated is properly prepared.
 - 2) Restore the surface to a suitable condition if roof surface becomes contaminated with dirt, dust or other materials that will interfere with adhesion of the coatings.
 - 3) Apply reinforcement to field seams and penetrations as required. Must be coated the same day.
 - 4) Apply White-Knight base coat at 1.5 gallons per 100 SF over entire roof including reinforcement the same day reinforcement was installed.
 - 5) Allow to dry for a minimum of 24 hours before applying finish coats.
 - 4. Coating: Application of White-Knight finish coats.
 - a. Apply White-Knight in a uniform manner.
 - b. Use special attention to coating flashings and other critical areas to build adequate membrane thickness.
 - c. Use multiple coats on verticals to prevent sagging.
 - d. Apply at 1.5 gallons per 100 SF over the entire roof and wall surface. The finished roof will have three gallons of White Knight per one hundred square feet.

3.4 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.5 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less

than 5/8 inch thick.

- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.6 FIELD QUALITY CONTROL

- A. Require attendance of roofing materials manufacturers' representative a minimum of 3 days per week at site during installation of the roofing system.
- B. Report to Owner weekly with photo reports of previous weeks work.
- C. Correct defects or irregularities discovered during field inspection.

3.7 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, Owner, installer, roofing system manufacturer's representative and others directly concerned with performance of roofing system.
- B. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation that is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

3.8 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

3.9 SCHEDULES

- A. Coatings:
 - 1. Coating: White-Knight Plus: Multi-purpose: high build, aliphatic urethane, liquid waterproofing membrane having the following characteristics:
 - a. Elongation (ASTM D 412) >600%
 - b. Tensile Strength (ASTM D 412) 1700 psi (with polyester reinforcement)
 - c. Tear Resistance (ASTM D 624) 700 lbs/in.
 - d. Energy Star Approved: Yes
 - e. Flash Point: 110 degrees F
 - f. Non-Volatile, ASTM D 75, 83%
 - g. Solar Reflective Index, ASTM E 1980, 110
- B. Reinforcement/Base Coat
 - 1. Unibond reinforcement.

3.10 OWNER SUPPLIED MATERIALS

A. Contractor must include in their base bid any additional materials to complete the roofing project. Contractor must provide all labor to install owner supplied materials as part of their bid. All materials not specifically included in the owner supplied materials section will be the responsibility of the contractor to provide and install in compliance with section 07563-6. Freight charges of Owner supplied materials will be the responsibility of the Owner. Contractor must take delivery of materials, properly cover and store at jobsite or their shop. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is approved to install the specified roof system and provide all warranty requirements of section 07563-6. The Owner will supply the following materials and quantities.

1) White Knight Plus five gallon pails – 92

2) Unibond 4" x 50' rolls - 40

END OF SECTION