

## **SECTION 4 - AGREEMENT**

### **PROJECT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_ day of \_\_\_\_\_, 2016, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Western States Roofing, Inc.**, hereinafter referred to as ("CONTRACTOR").

#### **RECITALS:**

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.

CITY desires to utilize the services of Furnish all Labor, Material, Tools, Equipment and Incidentals for a Roof Replacement System at the Gem Theatre in Garden Grove, CA.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

#### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this agreement shall be a Not to exceed (NTE) amount of Sixty Three Thousand Four Hundred Seventy Five Dollars Only (\$63,475.00), payable in arrears and in accordance with Bid Proposal (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with Bid No. S-1173 and the Plans and Specifications (Attachment A), which are attached and are hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set

forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

**"Project"** as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to City's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

**4.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

**4.3 Project.** The PROJECT is described as Furnish all Labor, Material, Tools, Equipment and Incidentals for a Roof Replacement System at the Gem Theatre in Garden Grove, CA.

**4.4 Plans and Specifications.** The work to be done is described in a set of detailed Plans and Specifications for: Furnish all Labor, Material, Tools, Equipment and Incidentals for a Roof Replacement System at the Gem Theatre in Garden Grove, CA.

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.

**4.5 Time of Commencement and Completion.** CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **Thirty (30) calendar days**, excluding delays caused or authorized by the CITY

as set forth in Sections 4.7, 4.8 and 4.9 hereof. The completion dates shall include any material delivery.

**4.6 Time is of the Essence.** Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

**4.7 Excusable Delays.** CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

City shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The CITY'S decision will be conclusive on all parties to this Contract.

**4.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth

in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

#### **4.9 Changes in Project.**

**4.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. in the Specifications (including drawings and designs);
- b. in the time, method or manner of performance of the work;
- c. in the City-furnished facilities, equipment, materials, services or site; or
- d. directing acceleration in the performance of the work.

**4.9.2** A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.

**4.9.3** Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.

**4.9.4** If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

**4.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.

**4.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

**4.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.

**4.10 Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

**4.11 Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

**4.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to California Public Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

**4.13 Completion.** CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

**4.14 Contractor's Employee Compensation.**

**4.14.1 General Prevailing Rate.** CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question.

**4.14.2 Forfeiture for Violation.** CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

**4.14.3 Apprentices.** Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of

specialty contractors not bidding for work through a general or prime contractor involves less than thirty thousand dollars (\$30,000.00).

**4.14.4 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

**4.14.5 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

**4.14.6 CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL RECORDS; JOB SITE POSTING**

**4.14.6.1 Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

**4.14.6.2 Payroll Records.** CONTRACTOR shall maintain accurate payroll records and shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6.3 **Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).

4.14.6.4 **Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

**4.15 Surety Bonds.** CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. The Surety Company must have an AM Best rating of A- VII or better.

**4.16 Insurance.**

**4.16.1** CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

**4.16.2** CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and *provide Employers Liability in an amount not less than \$1,000,000.* The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

**4.16.3** For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall by excess of the CONTRACTOR'S insurance and shall not contribute with it.

**4.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements



shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without 30 days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance in force until the work under this contract is satisfactorily and fully completed to the satisfaction of the CITY. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).

**4.16.5 COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. Contractor shall also provide a waiver of subrogation for each policy.

**4.16.6 INSURANCE AMOUNTS.** CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$5,000,000 per occurrence, and not excluding XCU; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$1,000,000 combined single limit; (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Course of Construction in an amount not less than the completed value of the project with no coinsurance penalty provisions. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (d) Excess liability, follows form coverage, shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 4.16.6 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide coverage under the excess liability policy in 4.16.6 (d). Policy must be a follows form excess/umbrella policy. CONTRACTOR shall provide the schedule of underlying polices for an excess liability policy, state that the excess policy follows form on the insurance certificate, and provide an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

**4.17 Risk and Indemnification.** All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the *active negligence* or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

**4.18 Termination.**

**4.18.1** This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

**4.18.2** If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The

equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

**4.18.3** Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

**4.18.4** Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

**4.19 Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

**4.20 Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, *each party shall be responsible for their own attorneys' fees, costs and necessary expenses.* If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

**4.21 Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY:                   City of Garden Grove  
                                  City Attorney  
                                  11222 Acacia Parkway  
                                  Garden Grove, California 92840

To CONTRACTOR: Western States Roofing, Inc.  
                                  Attention: Preston Reeves, President  
                                  18605 Parthenia Street  
                                  Northridge, CA 91324

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(Agreement Signature Block On Next Page)

IN WITNESS THEREOF, these parties have executed this Project Agreement on the day and year shown below.

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

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

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

**"CONTRACTOR"**  
**Western States Roofing, Inc.**

Contractor's State Lic. No. 993251

DIR Registration No. 1000006190

Expiration Date: 6/30/2017

By: Preston Reeves 

Title: President

Date: September 30, 2016

Tax ID No. 46-4628312

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to the CITY.

**APPROVED AS TO FORM:**

  
Garden Grove City Attorney

**ATTACHMENT "A"**

**SPECIFICATIONS FOR IFB NO. S-1173**

**Furnish all Labor, Material, Tools, Equipment and  
Incidentals for a Roof Replacement System at the Gem  
Theatre in Garden Grove, CA.**

**IFB S-1173**  
**Scope of Work**

**1 PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Completely tear off existing roof, insulation, coping metals, and riglet metals and all other related items to the deck. All metals must be stored in a safe location for re-installment. Repair existing roofing surface for application of the specified SBS system per NRCA and manufacturer's recommendations.
  - 1. Repair existing roofing surface for application of the specified SBS system per NRCA and manufacturer's recommendations.
  - 2. Contractor shall raise mechanical equipment to maintain an 8" curb height. If curbs are missing they will need to be built by roofing contractor.
  - 3. Remove repair existing drains and install as needed.
  - 4. Replace all damaged, split or deteriorated plumbing support wood blocks.
- B. Install crickets where required to prevent any ponding water. Contractor is solely responsible to determine the number and location of the crickets.
- C. Provide lead flashings on breather pipe, electrical and plumbing penetrations presently without lead.
- D. Install wall and base flashings systems.
- E. Install sheet metal flashings.
- F. Mechanically fasten one layer of rosin paper followed by SBS modified base sheet over the wood deck.
- G. Fully apply in hot asphalt two layers of SBS ply membrane over the base. Fully apply in hot asphalt one layer of granulated fiberglass reinforced cap sheet over the interply.
- H. Heat weld flashing membranes.
- I. Coat the surface of the roofing membrane with a coating, which meets California Title 24 "Cool Roof Requirement". Rate of application shall be a minimum of 1.5 gallons/square for base and 1.5 gallons/square for top for a total of 3 gallons/square.

**1.02 RELATED SECTIONS:** Drawings, General Provisions, Special Provisions and Division 1 apply to the work of this section.

- A. Section [-----] - Submittals
- B. Section [-----] - Rough Carpentry
- C. Section [-----] - Roof Decks
- D. Section [-----] - Sheet Metal Flashing Components And Roofing Accessories
- A.
- E. Section [-----] - Sheet Metal Flashing and Trim
- F. Section [-----] - Sheet Metal Roofing

**1.03 REFERENCES:** References in these specifications to standards, test methods, codes etc., are implied to mean the latest edition of each such standards are adopted. The following is an



abbreviated list of associations, institutions, and societies, which may be used as references throughout these specifications.

- A. American Society for Testing & Materials (ASTM):
  - 1. ASTM D 312: Asphalt Used in Roofing.
  - 2. ASTM D 412: Standard Test Methods for Rubber Properties in Tension.
  - 3. ASTM E 96: Standard for Water Transmission
  - 4. ASTM D-6163: Standard Specification for SBS Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements
  - 5. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
  - 6. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Damp proofing and Waterproofing
  - 7. California Title 24 requirements for Cool Roof.
  
- B. Industry Publications:
  - 1. National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual
  - 2. Underwriters Laboratories (UL) - Roofing Systems and Materials Guide (TGFR R1306).
  
- C. SMACNA: Sheet Metal and Air Conditioning Contractors National Association  
Chantilly, VA
  
- D. **CERTA: Certified Roofing Torch Applicator, By National Roof contractors Association  
Elk Grove, IL**
  
- E. OSHA: Occupational Safety and Health Administration Washington, DC

#### **1.04 COORDINATION**

Coordinate with other trades affecting or affected by work of this section.

#### **1.05 QUALITY ASSURANCE**

- A. Contractor Qualifications: Prior to award of the contract the contractor shall submit evidence of the following:
  - 1. Contractor shall provide a letter stating that they have at least 4 years experience with SBS modified bitumen membrane application and a list of 3 jobs of over 150 squares each that used a similar system as outlined in this specification.
  - 2. An updated letter from the primary roofing manufacturer they propose to use stating the Contractor has a valid "Certificate of Eligibility" and that application done by contractor will qualify for the warranty as required by the specification.
  
- B. Manufacturer Qualification: Roofing manufacturer shall own and operate their own manufacturing facility for SBS Modified Bitumen roofing membrane for a minimum of 7 years. Roofing membranes supplied under a private label agreement are not

acceptable. Roofing manufacturer shall submit a letter from their CPA firm confirming compliance with this requirement.

- C. Pre-Roofing Conference: Meet at the project site well in advance of the time schedules for roofing and other related work, and review requirements for the work and conditions which could possibly interfere with successful performance of the work, or required to coordinate with it or to protect it there after with representatives of all firms involved in the work. Require manufacturer's technical representative to participate in the conference. Date shall be determined after project has been awarded.
- D. Final Inspection: Manufacturer's representative shall provide a comprehensive intermediate and final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.
- E. Testing and agency requirements:
  - 1. Fire Testing: Material shall be tested for a minimum of Class A fire rating. The system should pass the said tests without any rock, covering or emulsions thus facilitating maintenance and eliminating excess load on the roof. All modified bituminous sheet roofing systems must bear testing agency (Underwriters Lab, Warnock Hersey etc.) on package or container indicating that materials have been produced under testing agency's classification and follow-up service.
  - 2. Contractor shall obtain all local permits for the application of the roofing system. The contractor prior to the job must obtain necessary permits.

#### **1.06 WARRANTY**

- A. Roofing Contractor: Upon completion of work, furnish a written five-year workmanship guarantee. This warranty shall cover all leaks due to defective workmanship for a period of 5 years. Manufacturer shall conduct an audit at no cost to owner within 3 years of project completion date. All deficiencies identified in the report shall be fixed and brought up to specification at no cost to the owner.
- B. Manufacturer: Manufacturer shall provide owner with a **20** year non-prorated Roofing System Guarantee. Warranty should cover all leaks caused by faulty workmanship or material. Warranty will be in effect on the date of substantial completion of the project.
- C. Coating Manufacturer: Coating manufacturer shall issue a 5-year warranty against peeling, flaking and cracking. The same company supplying and warranting the roofing membrane shall supply and issue the coating warranty too.

#### **1.07 SUBMITTALS**

- A. Pursuant to the provisions of the General Provisions and Section 01300 "Submittals" the Contractor shall submit the following:
  - 1. Product specification sheet for each roofing component within the specified system. Data should substantiate that materials comply with the specifications.

2. Test results as outlined in Article 1.05.B above.
3. Final warranty per Article 1.06.
4. Samples (3" x 5") of each roofing component within the specified system.
5. Shop Drawings: Provide manufacturers standard details and approved shop drawings for the roof system specified.
6. Installer shall provide written documentation from the manufacturer of their authorization to install the roof system, and eligibility to obtain the warranty specified in this section.
7. As part of the submittal package, contractor shall submit a letter from the manufacturer agreeing to perform the maintenance services identified in section 1.06 C at no cost to the owner.

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

- A. Roofing material shall be delivered to the job-site in new, dry, unopened containers clearly showing catalog number, product description, manufacturer's name and location. Delivered quantities should be sufficient to assure continuous work.
- B. Assure that materials are kept clean, and away from excessive heat and cold; do not remove labels or tear off protective covering until ready for application; store in an enclosed area where temperature is above 10 degrees C (50 degrees F) and below 32 degrees C (90 degrees F). Material shall not be stored directly on the ground.
- C. Do not double stack membrane. Maintain aisle space between stacks to facilitate fire suppression.
- D. Do not overload structure with building materials.
- E. Strictly follow recommended storage instructions supplied by the manufacturer.
- F. Store roll goods on end on pallets in a clean, dry, protected area. Take care to prevent damage to roll ends or edges. Do not double stack modified bitumen products or lay them on their side. Follow manufacturers' instruction for storage and handling.

## **2 PART 2 - PRODUCTS**

### **2.01 ROOFING SYSTEM**

- A. All components of the roofing system must be SBS modified bitumen and have been successfully manufactured in the U.S for a minimum of 10 years. All the layers (base, ply and cap) shall be supplied by the company issuing the warranty. Non-modified asphalt coated fiberglass Type II base sheet is not an acceptable substitution for the modified base sheet. Acceptable manufacturers, provided all requirements outlined in the specifications are met are:

1. MBTechnology [www.mbtechnology.com](http://www.mbtechnology.com)
2. Garland [www.garland.com](http://www.garland.com)

3. Or. "Approved Equal" from other manufacturer acceptable to owner / architect with submittals ten (10) days prior to Bid. Only products approved via a written addendum will be accepted.

B. Roofing Membranes: Roofing membrane components include:

1. BASE & Interply (2): Shall be SBS modified weighting a minimum of 28 Lbs/ Square and meeting ASTM D 4601-91, Type II. Approved membranes are:

MBTechnology	layflat SBS LF25
Garland	Versiply 40

- a) Modifier: SBS Modified
- b) Weight: Minimum of 28 lbs/ 100 square feet
- c) Tensile @ Room Temp: 44 lbs/in
- d) Weight: 40 lbs/square

2. Cap Membrane: Shall meet the following minimum requirements. MBTechnology supercap SBS SC100GWH

Garland	Stessply IV Plus Granulated
---------	-----------------------------

- a) Modifier: Styrene Butadiene Styrene.
- b) Reinforcement: fiberglass mat.
- c) Tensile strength shall be min. 90 lbs/in. MD and 70 CMD @ 73.4 deg F
- d) Tear strength to be min. 98 lbs MD and 89 lbs CMD @ 73.4 F.
- e) Testing shall be in accordance with ASTM D 5147 at 0 degrees F.
- f) Thickness: 100 mils, minimum.
- g) Mass Weight: Minimum nominal weight of 100 pounds per square.

3. Backer layer for flashing: Shall be a self adhesive smooth surface SBS modified bitumen membrane which is air impermeable and meets the following minimum requirements. This membrane shall be incorporated at all flashing assembly prior to torch applying the smooth base and top surfacing flashing system.

MBTechnology	SA65S
Garland	Garland self adhesive membrane

- a. Modifier: Styrene Butadiene Styrene.
- b. Reinforcement: Non-woven Fiberglass mat.
- c. Top surfacing smooth,
- d. Minimum weight 30 lbs/square.
- e. Meeting ASTM D 1970-01

4. Flashing: Shall meet or exceed ASTM D 6162 Grade G. It shall be a dual reinforced fire rated SBS membrane suitable for torch application. Cap membranes reinforced with a single layer of polyester or fiberglass mat are not acceptable. Cap membranes reinforced with polyester mat with fiberglass strands are not acceptable. The cap membrane shall meet the following specifications:

MBTechnology	fireguard fastorch SBS FGFT160CWH
Garland	Stessply IV Plus Granulated

- a) Modifier: Styrene Butadiene Styrene.
- b) Reinforcement: Dual reinforcement consisting of a layer of polyester and a layer of fiberglass mat.
- c) Tensile strength shall be min. 180 lbs/in. MD and 150 CMD @ 0 deg F.
- d) Tear strength to be min. 180 lbs MD and 130 lbs CMD @ 73.4 F.
- e) Testing shall be in accordance with ASTM D 5147 at 0 degrees F.
- f) Thickness: 165 mils, minimum.
- g) Bottom Surface: Burn off backer film.
- h) Mass Weight: Minimum nominal weight of 116 pounds per 1 square roll.

## 2.02 ROOFING ACCESSORIES:

- A. Fasteners: Nailing patterns shall comply with Factory Mutual guidelines (FM I-90) requirements and roof membrane manufacturers written recommendations.
- B. Cants: Perlite cant and tapered edge strips: ASMT C728-91, Asphalt impregnated perlite. Cants shall be preformed to 45-degree angle with a 4" vertical leg, and 4" horizontal leg, unless noted otherwise.
- C. Pitch pans, Expansion Joints, Metal Flashings: Shall be in full compliance with NRCA and SMACNA approved application standards.
- D. Pitch Pan Filler: Shall consist of a two component, cold applied urethane compound as approved by roofing membrane manufacturer.
- E. Caulking Sealant: Comply with Federal Spec number TTS 0023c. And should consist of a single component, high performance, elastomeric compound as manufactured by or similar and equal to the following:
- F. Mastic: Elastomeric mastics, adhesives, and caulking products are required over standard grade adhesive and mastics. All mastics must conform to ASTM D4586 Elastomeric Mastic -Pros-choice 1010 by Gibson Homan or approved equal.
- G. Traffic Pad: Shall be manufactured with recycled tire with a minimum thickness of 1/2" and supplied by same company issuing the roofing warranty. Approved walk pads are MBTechnology's WT-3x4 or approved equal. Use Chemlink M1 adhesive or equal to adhere the walk pad to roof surfacing.
- H. Asphalt Primer: ASTM D 41, Leak Buster Matrix 307 Premium Asphalt Primer, by BMCA or equal.
- I. Liquid reinforced flashing system: MBT-Flash Single-component, elastomeric asphalt emulsion with polyester reinforcing fleece fabric fully embedded into the resin to form roof system flashings.
  - a. Reinforcement: woven polyester reinforcement.

- b. Surfacing: Second coat of MBT-Flash and mineral granules to match adjacent SBS-modified bitumen cap sheet.
- J. Hot Asphalt shall be IV as required by SBS Modified Bitumen manufacturer for issuance of the warranty specified within this specification. Mexican asphalt is not allowed.
- K. Protective Coating: Coating shall be a two-part co-polymer elastomeric coating, white in color and meeting California Title 24 requirement for Cool Roof. The coating shall have current listing with the Cool Roof Rating Council (CRRC) with CRRC label. Approved coatings are CO24 Base and CO24 Top by MBTechnology or approved equal

### 3 PART 3 - EXECUTION

#### 3.01 EXISTING / GENERAL CONDITIONS

- A. Contractor shall verify that surfaces are smooth, dry, sound, and free from any conditions effecting proper roofing applications. Prior to starting work, owner shall be advised of conditions needing correction. Work will not be started until other trade work required ahead of membrane application is completed. Contractor is responsible for all carpentry work such as wood nailers, wood curbs, wood expansion or contracting members, wood cants and similar items necessary for the completion of the work according to these specifications.

##### Removal of existing roof

1. The existing roofing membrane(s) and insulation shall be removed to the existing deck and shall include but not be limited to, all wall flashings, edge flashings, and all other items incorporated there in.
2. Remove only as much roofing as can be replaced with a completely new roofing system and made watertight the same day. Phase roofing application is not allowed.
3. All debris shall immediately be removed from the roof surface and deposited into trucks or containers through an enclosed trash chute. Removal of existing roofing materials should be performed in conjunction with the installation of the new roofing system. All exposed areas must immediately be covered and made watertight. No overnight stockpiling of debris on the roof shall be permitted.
4. Contractor shall clean all roof surfaces and is responsible for keeping the building and surrounding area neat and orderly.
5. Trash container or trucks shall be removed from the premises when they are full.
6. Clean the roof deck surfaces of all loose materials and other impediments detrimental to the application of the new roofing materials.

#### 3.02 PROTECTION

- B. Prior to any job shut-down, all seams laid in the preceding time period shall be checked for water tightness. Required precautions should be taken to leave the job in watertight condition. If moisture is present at any location contractor at no expense to the owner or manufacturer will replace all wet material.

- C. All finished work of other trades that is damaged in the execution of work under this section shall be replaced or restored at the expense of the trade who caused the damage.
- D. Ground storage and work shall be confined to the areas designated by the Owner as agreed upon at the pre-bid conference. Do not travel across landscaped areas without the Owner's approval.

### **3.03 SURFACE PREPARATION**

- A. Prior to installing the roofing material, remove from deck all debris, nails, sharp objects, dirt, moisture, petrochemical materials or projections that could in any way damage the systems. Surface shall be prepared such that there is positive and workable drainage. Areas of the roof with ponding water should be corrected and the slope adjusted accordingly so as to prevent future standing water.

### **3.04 WORKMANSHIP**

- A. Contractors must be thoroughly skilled in the application of specified materials; with all workmanship done in such a manner as to fulfill the requirements of drawings and specifications. Any specific directions furnished by manufacturer, and as published in the manufacturer's manual for modified bitumen roofing systems, regarding the application of roofing materials shall be strictly followed. All deviations from the manufacturer's published instructions shall be secured in writing on the manufacturer's letterhead approved by the "Manager of Technical Services".
- B. Prior to applying membranes the contractor and his foreman shall review the specifications and the manufacturer's technical manual with the manufacturer's technical representative to make certain all aspects of membrane application is understood. Application will proceed in strict accordance with specifications and detailed drawings and instructions in said technical manual. No verbal/oral deviation will be accepted unless authorized on company's letterhead signed by the company's "Manager of Technical Services "
- C. Maintain constant supervision by a competent foreman.
- D. Contractor must supervise installation of and be responsible for seeing that roof mechanical, electrical equipment, roof drains and other works are properly flashed. Make roof and flashing repairs as necessary; advise the Architect / owner in writing of all potential leaks as may be caused by other trades.
- E. Install only as much roofing material as can be completed and covered with a cap membrane in one day. No section of the roof should be left exposed and unfinished. Phase roofing is not accepted.
- F. Do not roll roofing equipment or stack materials on completed new roofing surfaces, without the adequate protection of a ½" plywood sheets.

- G. Do not apply any roofing materials before sunrise, or at anytime when there are indications of moisture, (rain, mist, dew, frost or snow).
- H. Insure that no heavy objects remain in one place on the portions of the new roofing membrane where the membrane has not yet set or the adhesive has not fully bonded the layers. .
- I. Insure that all fish mouths are cut and patched (do not attempt to walk down the fish mouths). Objects causing separation between reinforcing plies must be removed.
- J. Every attempt shall be made to install flashings at openings, projections, and walls adjoining new roofing during all work periods. If circumstances do not allow this, these areas shall be made watertight at the end of each day or work period.
- K. Aesthetic Considerations: An aesthetically pleasing overall appearance of the finished roof application is a standard requirement for this project. Make necessary preparations, utilize recommended application techniques, and apply the specified materials including granules, and exercise care in ensuring that the finished application is acceptable to the Owner.

### **3.05 HOT ASPHALT**

#### **A. Modified SBS Base Sheet:**

On decks with slope (1/4" per foot), base sheet must be applied in shingle fashion stating at the low point of the roof proceeding upwards, with all end laps staggered. Base sheet shall be lapped 2" on the sides and 4" at the ends. On decks with slopes greater than above in addition to the above requirements the end lap, shall also be staggered no less than 3 feet apart. Sheets will be nailed 12" from the edge, 18" apart. Turn up 2" above can't strip at all vertical surface.

#### **B. Base Interply Application:**

The first course shall be applied in half width starter rolls with subsequent course applied in full width rolls. The interply shall have a minimum of 3" side laps and 6" end laps. All subsequent plies must be staggered. Uniform solid mopping of steep asphalt at nominal rate of 25 lb. per 100 square feet. Broom in place. Turn up 2" above can't strip at all vertical surfaces. Apply two layers of interply over the base.

#### **C. Cap Membrane Application**

Lap each membrane 3 3/4" on side laps and 6" on end laps. End laps shall be staggered not less than three (3) feet apart. Uniform solid mopping of steep asphalt at nominal rate of 25 lb. per 100 square feet. Broom in place. Turn up 2" above cant strip at all vertical surfaces. Areas with less than 1/8" outflow of bitumen will be checked with a trowel, heat applied between laps and properly sealed. For slopes of 1"-2" per lineal foot apply material parallel to the slope; back nail head laps 2" from the edge, 6" o.c. and side laps 8" off center.



NOTE: Flying in 11'- 17' lengths of relaxed membrane into hot asphalt is recommended.

#### D. Guidelines On Hot Asphalt Application

1. Temperature: Hot asphalt application is NOT recommended when ambient temperature is below 50 degrees Fahrenheit. Do not over compensate by heating the asphalt above the equiviscous temperature.
2. It is recommended that membranes be rolled out and relaxed before application. It may be necessary depending on temperature to cut rolls in minimum 11' lengths to facilitate proper relaxing of membranes (pre storage of membranes in a warm environment will help expedite application).
3. Asphalt temperature shall never fall below 400 degrees Fahrenheit at the point of application of the membrane. Brooming of membrane is absolutely required.
4. Type IV shall be used on all slopes 1/4 inch per foot and over. Asphalt shall be applied at its EVT temperature or 425 degree F; whichever is greater, in a uniform layer, without voids, at a rate of 25 lb./ square. The mopping stroke will be such that the side lap is covered with asphalt last. A rolling bank (puddle) of mopping asphalt shall be maintained across the full width of the roll.
5. Slope Requirements:  
Starting at low point of the roof apply the smooth ply & cap sheet perpendicular to the slope with a minimum of 3" side laps and 6" end laps. A flow of asphalt of 3/8" shall be obtained at all seams. Offset end laps a minimum of 36". For slopes of 1/2" - 2" per lineal foot apply the material parallel to the slope; back nail head laps 2" from the edge, 6" O.C and side laps 8" O.C. All side laps must be staggered 18" between successive plies. End laps of all cap membranes must be staggered a minimum of 3 feet. The roofing membrane components shall immediately be applied after application of base sheet and/or insulation as a continuous operation.
6. Priming: All metal flanges (all jacks, edge metal, lead drain flashings) and concrete and masonry surfaces shall be primed with an asphalt primer meeting ASTM D 41.
7. Fill all voids between the penetration and flashing collar with approved caulking.
8. All rolls (both ply and cap) shall never be put down in full-length rolls (33 lineal feet). They should be cut to the following lengths.

Slopes of 1/4" up to 1 1/2"	17-foot max
Slopes of 1 1/2" to 2"	11-foot max

Coiled rolls should be unrolled, placed upside down and allowed to "relax" prior to installation. Then re-roll to apply.

9. Care should be taken to insure that the cap sheet lays flat in the asphalt. There shall be complete adhesion between the cap sheet and the mopping asphalt.
10. Brooming of the plies may be necessary under certain conditions to insure that the cap sheet adheres solidly to the asphalt. Apply extra pressure to avoid creating open channels, where three or more membranes are lapped.
11. A minimum 3/8 inch asphalt flow-out shall be obtained at all laps. Dry laps are not acceptable. Check all seams for full and uniform adhesion. All end laps shall be staggered a minimum of 18 inches so that no adjacent end laps coincide. If end laps fall in line or are not staggered the proper distance, a full width

of SBS membrane shall be installed over the end laps. All material must be cut to specified lengths then relaxed or heated until the material lies completely flat before installation. (i.e. no wrinkles, buckles or rigid end strips)

12. Matching granules may be broadcast into the Hot Asphalt bleed out at seams while hot to enhance the finished appearance of the membrane.  
A minimum 3/8 inch asphalt flow-out shall be obtained at all laps. Dry laps are not acceptable. Check all seams for full and uniform adhesion.
13. All laps shall be parallel or perpendicular to the slope of the roof such that the flow of water is not against the lap.

### **3.06 BASE FLASHINGS**

- A. Install all base flashings of roof wall junctures, projections and expansion point curbing per manufacturers specification. All flashings shall be applied via heat welding. Cold adhesive or hot asphalt application of flashing is not recommended due to possibility of slippage. All flashing should be strapped with maximum 1.21-meter (4') sections.
- B. Backer sheet for flashing shall be a minimum of one layer of self-adhering smooth-surfaced polymer-modified bitumen sheet, smooth heat welded membrane covered with top surfacing. Base flashing cap sheet shall be applied via heat welding. Cold adhesive application of flashing is not allowed due to possibility of slippage.
- C. Base flashing shall be fused in place so that it extends a minimum 15 cms (6" ) onto surface of roof and a minimum of 10 cm ( 4" ) above termination of roofing membrane on wall. When flashing has to be installed over a porous surface, apply asphalt primer at a rate of 1.9 - 2.8 liter / 10 sqm (1/2 to 3/4 gal. per 100 sq. ft) and allow to dry.
- D. Apply pressure to the flashing membrane to obtain maximum contact to surface to which it is applied. There shall be no voids under the base flashing membrane. It is imperative that complete attachment be obtained to the roof surface, roofing membrane over cant, and the wall. A small bead of hot asphalt should be squeezed out at the edges.
- E. Subsequent strips of base flashing shall be fused in place in the same fashion, overlapping preceding strip by 10 cms ( 4"). Overlap shall be interply fused to preceding strip. Pressure shall be applied to surfaces to ensure adhesion.
- F. The flashing must not remain open at the end of the workday.
- G. The contractor shall thoroughly inspect the completed flashing system at the end of each day's work.
- H. Mechanically fasten top edge base flashings with approved fasteners 10 –15 cms (4"-6") on center per manufacturer's specifications.
- I. Install metal counter flashing as required.

### **3.07 SEALANT**

- A. All edges of flashing exposed at gravel stops, waste stacks, pitch pans, vent stacks, etc., to be caulked with a smooth continuous bead of approved sealant.

### **3.08 INSPECTION OF COMPLETED SYSTEM**

- A. All cap membrane shall be carefully inspected by the owner for construction damage and imperfect heat fusion. Any holes or tears shall be patched with the appropriate cap membrane. The patch must extend at least 4" in all directions from the edges of the tear or puncture. The final inspection of the roofing system shall be done prior to application of the coating. Any deficiency identified shall be repaired prior to applying the coating.

### **3.09 DEFICIENCY ADJUSTMENTS**

- A. Deficiencies identified by the Architect / owner during the final inspection shall be corrected within five (5) working days. The warranty will not be issued until the deficiencies are corrected.

### **3.10 CLEANING AND REPAIRING**

- A. The contractor shall be held fully responsible for cleaning, repairing, touch up or replacing (when directed) items or areas which have been soiled, discolored or damaged by the work of this section. Precaution shall be taken against splashing any material on to adjacent areas. The contractor shall immediately remove any trace of such splashes or spills.

### **3.11 COATING APPLICATION:**

- A. Power wash surface (use pressure of 800 to 1200 psi). Scrub areas with build-up of dirt, grease, and other foreign matter with solution of tri-sodium phosphate (TSP) and water rinse thoroughly. New granulated cap sheet can be coated within 30 days of original installation or longer as required by either SBS roofing manufacturer or coating manufacturer. Surface must be dry.

Surface and air temperatures must be a minimum of 60°F and rising. DO NOT apply if heavy dew or rain is expected within 24-48 hours. Apply on a clear, sunny day in morning hours with a 3/4" nap exterior paint roller or professional airless sprayer. First, apply one coat over all seams and joints. Allow to cure to one hour or until dry, apply two (2) uniform coats over entire surface, avoiding excessive rolling. Two full coats are needed for all applications. Apply second coat perpendicular to first coat back rolling where necessary. Allow an additional 1-2 coat where standing water exists

### **3.12 DEBRIS DISPOSAL**

- A. The contractor shall make his own arrangements for disposal of debris and waste material. All disposals will be done off site and at the contractor's expense. The owner

assumes no responsibility for the disposal of any roofing material. Debris from project will be removed daily, and at no time allowed to block any thoroughfare. Premises shall be cleaned to the satisfaction of Architect / owner.

**3.13 FINAL INSPECTION PRIOR TO COATING:**

- A. All cap membrane shall be carefully inspected by the Architect / owner for construction damage and imperfect adhesion. Any holes or tears shall be patched with the appropriate cap membrane. The patch must extend at least 4" in all directions from the edges of the tear or puncture. The final inspection of the roofing system shall be done prior to application of the coating. Any deficiency identified shall be repaired prior to applying the coating.

**3.14 FIRE WATCH:**

- A. Fire watch shall be provided continuously during and for at least 2 hour after the last torch on the roof is extinguished. At least two 2-1/2 gallon containers of water and two 4A60BC extinguishers shall be available during the fire watch. When work is interrupted, or at the end of a section of roofing, and at end of each day's work, areas which had been subjected to torch applications shall be surveyed with an infra-red sensing device. Hot spots shall be cooled and re-surveyed. If a hot spot persists, the roof shall be cut open and any smoldering shall be extinguished before the foreman leaves the site.

**END OF DIVISION**

**ATTACHMENT "B" (BID PROPOSAL)**

SECTION 2 - PROPOSAL  
 THE HONORABLE MAYOR AND CITY COUNCIL  
 CITY OF GARDEN GROVE  
 11222 ACACIA PARKWAY  
 GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications for Furnish all Labor, Material, Tools and Equipment for a Roof Replacement System at the Gem Theatre in Garden Grove, CA. HEREBY PROPOSE to furnish all labor, materials, and equipment and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

BID PROPOSAL	
LOCATION	TOTAL COST
Gem Theatre Roof Replacement System	\$ 63,475. <sup>00</sup>
TOTAL COST in Written Words: <i>Sixty-Three Thousand Four Hundred Twenty-Five dollars + <sup>00</sup>/<sub>100</sub></i>	
The above bid price includes all applicable taxes for the pricing proposed in this submittal. <b>Note:</b> In case of discrepancy between the words and figures, the words prevail.	

**NOTE:** The lowest responsible bidder will be based on the BASE PRICE BID. The City reserves the right to add alternates to the base bid and award the contract based on available funds in the budget.

It is understood and agreed that:

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.
- (c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

(d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
<u>#1</u>	<u>8/25/16</u>
<u>#2</u>	<u>8/26/16</u>
_____	_____

(e) undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Check below where appropriate:

Partnership: That \_\_\_\_\_ are partners, doing  
(Names of all Partners)

business under the firm name of \_\_\_\_\_ and that  
the co-partnership makes the accompanying proposal.

Corporation: That PRESTON REEVES of WESTERN STATES ROOFING, INC. makes  
(President or Secretary) (Name of Corporation)

the accompanying proposal.

Individual: That \_\_\_\_\_ is the bidder and makes the  
(Name of Individual)  
accompanying proposal.

Date: September 1, 2016

WESTERN STATES ROOFING, INC  
Company Name

18605 Parthenia St.  
Address


Northridge, CA 91324  
City - State - Zip

(818) 918-0970  
Telephone

993251  
CA Contractors Lic. No.

1000006180  
DIR Registration No.

PRESTON REEVES, PRESIDENT  
Bidder's Name (Please Print)

  
Authorized Signature





**BIDDER/CONTRACTOR STATEMENT  
REGARDING INSURANCE COVERAGE  
(Submit with IFB/RFP Package)**

This signed document must be included with your bid package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified as in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City/Successor Agency/Sanitary District** and other additional insureds as per the agreement for the work specified And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

WESTERN States Roofing, Inc.

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

PRESTON REEVES, PRESIDENT

Please Print (Name & Title of Authorized Representative)

9/1/2016

Date

(818) 718-0770

Phone Number

preston@westernstatesroofing.com

Email

Insurance Certificates and Endorsements will also be accepted via email and must be emailed to the following email address only: [sandras@garden-grove.org](mailto:sandras@garden-grove.org). This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove  
Attention: Sandra Segawa:  
Purchasing Division  
11222 Acacia Parkway  
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process