

**CITY OF LA HABRA
PUBLIC WORKS AGREEMENT FOR
CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26**

THIS AGREEMENT (herein "Agreement") is made and entered into this 20th day of April, 2026, by and between the CITY OF LA HABRA, a municipal corporation, (herein "City") and TITANS GROUP CORPORATION (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of Roof Improvement at 1440 Whittier Blvd as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean Titans Group Corporation, a California Corporation, located at 1459 Industrial Ave, Escondido, CA 92029.
- (b) City. City shall mean the City of La Habra, a Municipal Corporation, located at 110 East La Habra Boulevard, La Habra, California 90631.
- (c) City Council. City Council shall mean the City Council of the City of La Habra.
- (d) Contract Officer. Contract Officer shall mean the person designated by the City Manager or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the

Contractor pursuant to this Agreement.

- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Manager or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E".

2.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors, and their employees, in the performance of Contractor's work under this Agreement, shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written

approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Ninety-Six Thousand and Two Hundred Dollars (\$96,200) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than April 30, 2026, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Duke Le, CEO
Titans Group Corporation
1459 Industrial Ave.
Escondido, CA 92029

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the

Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability, and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its subcontractors, agents, or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, subcontractors, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents, or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from

those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

The City of La Habra, its officers, officials, employees, agents, and volunteers shall be named as additional insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other

remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D" and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall protect, defend, indemnify, and hold free and harmless the City of La Habra, its officers, officials, employees, agents, and volunteers, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising or alleged to arise out of or in any way connected with the performance of the work, operations, or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Contractor, its employees, and/or subcontractors.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.
- (c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of

or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Agreement. City approval of the insurance required by this Agreement does not in any way relieve Contractor from liability under this section.

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

Notwithstanding any other agency, State, or Federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.5 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.6 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, and only if they are of a Financial Size Category Class VII or larger, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Project Manager and Risk Manager determine that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Project Manager provided that the Contractor shall have the right to appeal a determination of increased coverage by the Project Manager to the City Council of City within ten (10) days of receipt of notice from the Project Manager.

6.7 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a

period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives, and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a

reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Seven Hundred Fifty Dollars (\$750.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of La Habra
110 East La Habra Boulevard
La Habra, California 90631
Attn.:Elias Saykali

To Contractor: Titans Group Corporation
1459 Industrial Avenue,
Escondido, CA 92029
Attn.: Duke Le, CEO

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of

this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Undocumented Workers Prohibited. Contractor shall not hire or employ any person to perform work within the City of La Habra or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

(a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

8.17 Unfair Business Practices Claims. 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 renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances, and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this

paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums, or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates, and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor’s Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF LA HABRA,
A municipal corporation

Jim Sadro, City Manager

Date: _____


ATTEST:

Rhonda J. Barone, CMC, City Clerk

Keith F. Collins, City Attorney

Date: _____

CONTRACTOR:




Signature

Date: _____

Duke Le CEO

Name and Title



Social Security or Taxpayer ID Number

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Titans Group Corporation

Duke Le CEO

Business Address:

1459 Industrial Ave.

Escondido, CA 92029

Telephone Number: 858-688-5950

Date:

Print Name: Duke Le CEO

Principal

Signature:



Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of La Habra) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of La Habra and/or the La Habra Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF LA HABRA FINANCE DEPARTMENT
110 East La Habra Boulevard
La Habra, CA 90631

Exempt: Yes ___ No X Telephone (858) 688-5950

CORPORATION: Titans Group Corporation [REDACTED]

U.S.A. OR ANY AGENCIES THEREOF: USA

IRS CODE #501 TAX-EXEMPT ORGANIZATION: N/A

A NON-COMMISSIONED CITY OF LA HABRA EMPLOYEE: N/A

SOLE PROPRIETOR: N/A

A PARTNERSHIP: N/A

OTHER: N/A (Explain)

Signature/Title:  Date: _____

BID GUARANTEE
TO THE CITY OF LA HABRA
CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26

As a material inducement to the City to award the contract for Project No. 1-B-26 to Titans Group Corporation, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: CHILDREN'S DEVELOPMENT ROOF REPLACEMENT 1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26 ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor
Contractor: Titans Group Corporation
Title: CEO

Date: _____
By: Duke Le

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of La Habra a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true.
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- c. That such bid or proposal is genuine and not collusive or sham.
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of La Habra or of any other bidder or anyone else interested in the proposed procurement.
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of La Habra, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of La Habra any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of La Habra either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm Titans Group Corporation

Street 1459 Industrial Ave.

City Escondido State CA Zip 92029



(Signature)
Duke Le CEO

(Print Name & Title)

Project No. 1-B-26

EXHIBIT A
SCOPE OF SERVICES

including Saturdays, Sundays and holidays) after notice to him of acceptance of his bid by the Owner; and further, that this bid may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw his bid within said period, the Contractor shall be liable under the provisions of the Bid Security or the Contract, and his surety shall be liable under the Bid Bond, as the case may be;

5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder;
6. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

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

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

Date: March 18, 2026

Bidder TITANS GROUP CORPORATION

By Duke Le

Title CEO

Bidder's Post Office Address:

1459 Industrial Ave.

Escondido, CA 92029

Corporation organized under
the laws of the State of CALIFORNIA

Names and addresses of all owners
of the firm or names and titles of
all officers of the corporation:

Duke Le CEO 1459 Industrial Ave

ESCONDIDO, CA 92029

(corporate seal):




BIDDER'S INFORMATION

Contractor's License No. 1128406 Expiration Date 10/31/2026

Classification of Contractor's License No. B, C39, C10

Contractor TITANS GROUP CORPORATION
(name of firm)

By  CEO
(signature) (title)

Business Address: 1459 Industrial Ave.

Escondido, CA 92029

Phone (858) 688-5950

Email: dle@titansgroup.us

I/We certify that the information provided above is complete and true to the best of my/our knowledge.

TITANS GROUP CORPORATION March 18, 2026
Contractor Date

Contractor's DIR Public Works Registration No. 2000006115

EXHIBIT A
BID SCHEDULE

CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD
CITY PROJECT NO. 1-B-26

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION AND DEMOBILIZATION (Not to Exceed Five Percent (5%) of the total bid amount)	1	LS	\$3,600.00	\$3,600.00
2	STORM WATER BEST MANAGEMENT PRACTICES (BMP's) (Not to Exceed Five Percent (5%) of the total bid amount)	1	LS	\$1,800.00	\$1,800.00
3	REMOVE AND REPLACE COMPLETE ROOF SYSTEM INCLUDING FLASHINGS IN ACCORDANCE WITH THE SPECIFICATIONS, TECHNICAL PROVISIONS AND CONTRACT DOCUMENTS:	1	LS	\$68,000.00	\$68,000.00
4	REMOVE EXISTING GUTTER SYSTEM AND REPLACE WITH NEW GUTTER SYSTEM, INCLUDING DOWNSPOUTS	440	LF	\$18.00	\$7,920.00
5	REMOVE AND REPLACE PLANK ROOF DECKING BOARDS AS NECESSARY	1300	SF	\$8.00	\$10,400.00
6	REMOVE AND REPLACE FASCIA BOARDS AS NECESSARY	110	LF	\$8.00	\$880.00
7	REMOVE AND DISPOSE OF ALL ASBESTOS-CONTAMINATED MATERIALS	1	LS	\$3,600.00	\$3,600.00

TOTAL BID PRICE - 1440 WHITTIER BLVD:

TOTAL BID PRICE IN FIGURES: \$ \$96,200.00

TOTAL BID PRICE IN WORDS: Ninety-six thousand and two hundred dollars

Note:

All bid items may be increased or reduced at the discretion of the City. The provisions of Sections 7-3.5.2 and 7-3.5.3 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply.

The TOTAL BID PRICE shall be used as the basis of bid in determining the low bid for this project.

TITANS GROUP CORPORATION

CONTRACTOR

Duke Le

BY

CEO

TITLE

March 18, 2026

DATE

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1	X
Addendum No. 2	X
Addendum No. 3	X
Addendum No. 4	X
Addendum No. 5	X
Addendum No. 6	X
Addendum No. 7	X
Addendum No. 8	X

If an addendum or addenda have been issued by the CITY and is not noted above and submitted as being received by the Bidder, the Bid Proposal may be rejected.

REFERENCES

[Work similar in scope magnitude and degree of difficulty completed by Contractor within the past three (3) years.]

1. Name (Firm/Agency): City of Calamesa
Address: 908 Park Ave. Calimesa CA 92320
Contact Person: Mari Shakir Telephone No. 909-795-9801
Title of Project: Calamesa
Project Location: City of Calamesa
Date of Completion: 1/12/26 Contract Amount: \$ 112,286.00

2. Name (Firm/Agency): Monte Vista Water District
Address: _____
Contact Person: Melanie Melara Telephone No. 909-267-2116
Title of Project: Monte Vista
Project Location: Monte Vista
Date of Completion: 02/22/26 Contract Amount: \$ 73,106.40

3. Name (Firm/Agency): Escondido USD
Address: _____
Contact Person: Terry Jones Telephone No. 760-450-6106
Title of Project: Juniper Elementary
Project Location: Juniper Elementary
Date of Completion: Summer 2025 Contract Amount: \$ 525,000.00

4. Name (Firm/Agency): San Diego USD
Address: _____
Contact Person: Scott Lawrence Telephone No. 619-277-7268
Title of Project: Hoover High School
Project Location: Hoover High School
Date of Completion: Summer 2025 Contract Amount: \$ 1,305,500.00

If Contractor has not performed work for the City of La Habra within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

Work Description & Contract Amount	Agency	Date Completed
Reroof - \$112,286.00	City of Calamesa	01/12/26
Reroof - \$73,106.40	Monte Vista Water District	02/22/26
Reroof - \$525,000.00	Escondido USD	Summer 2025
Reroof - \$1,305,500.00	San Diego USD	Summer 2025
Reroof - \$631,000.00	San Marcos USD	Summer 2024

Contractor's License No.: 1128406 Class: B, C39, C10

a. Date first obtained: 10/29/2024 Expiration: 10/31/2026


b. Has License ever been suspended or revoked? NO

If yes, described when and why: N/A

c. Any current claims against License or Bond? N/A

If yes, describe claims: N/A

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> <u>(If Applicable)</u>
Duke Le 	CEO	
_____	_____	_____
_____	_____	_____

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: <u>TITANS GROUP CORPORATION</u>	Phone: <u>858-688-5950</u>
Address: <u>1459 Industrial Ave.</u>	Fax: _____
Contact Person: <u>Duke Le</u>	No. of years in business: <u>30</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: <u>X</u>	
Type of work/services/materials provided by firm? <u>Roofing and contracting services</u>	
<hr/> What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State, or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: NO Federal/State: N/A

If "yes", identify and describe, (including agency and status):

N/A

Have the penalties been paid? Yes/No: N/A

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: NO Code/Laws: N/A Section/Article: N/A

If "yes", identify and describe, (including agency and status):

N/A

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state, or local project because of a violation of law or a safety regulation?

Yes/No: NO

If yes, provide the following information (if more than once, use separate sheets):

Date: N/A Entity: N/A

Location: N/A

Reason: N/A

Provide Status and any Supplemental Statement: N/A

Has your firm been reinstated by this entity?

Yes/No: N/A

LIST OF SUBCONTRACTORS

**CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26**

The bidder shall list below the name and the location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

<u>Work to be Performed</u>	<u>License Number</u>	<u>Subcontractor and Address of Office, Mill or Shops</u>	<u>Percent of Total Contract</u>	<u>DBE YES / NO</u>
Roof Demolition	990645	Klondike Construction Service Inc.	20%	NO
Roof Installation	1103992	Rooftech Energy Solutions Inc	20%	NO

Note: Do not list alternative subcontractors for the same work.

Contractor TITANS GROUP CORPORATION

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Titans Group Corporation as principal and The Gray Casualty & Surety Company as surety, are held and firmly bound unto the City of La Habra, California hereinafter referred to as "Owner", in the sum of Ten Percent of the Total Bid Amount Dollars (\$ 10% of total bid) to be paid to the said Owner, its successors and assigns for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain proposal of the above bounden for the construction of Street Improvements as specifically set forth in documents entitled:

**CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26**

all in accordance with the specifications and drawings on file at the offices of the City Clerk of the City of La Habra, California and is not withdrawn within the period of sixty (60) days after the date set for the opening of bids unless otherwise required by law and notwithstanding the award of the Contract to another bidder and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bounden his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Saturdays, Sundays and Holidays) after the date of notification by and from the said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set hands and seal this 16th

day of March, 2026.

The Gray Casualty & Surety Company

BY: Alexander Karaniwan, Attorney-in-Fact

Titans Group Corporation

BIDDER

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

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: BID BOND **Principal:** Titans Group Corporation

Project: Children's Development Roof Replacement

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kyle King, Alexander Karaniwan, and Travis Pearson of San Diego California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16th day of March, 2026.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 16th day of March, 2026.

Leigh Anne Henican



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On MAR 16 2026 before me, Grant Jacka, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

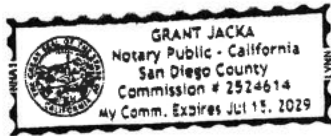
personally appeared Alexander Karaniwan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

NON-COLLUSION AFFIDAVIT
FOR

CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26

(TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT)

STATE OF CALIFORNIA)
) SS.
)

DUKE LE, being first duly sworn,
deposes and says that he is CEO
(sole owner, partner, president, secretary, etc.)

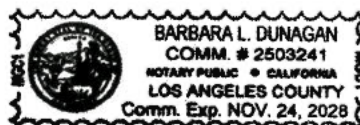
of TITANS GROUP

The party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said 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, nor that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit cost element of such bid price nor of that of any other bidder nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member of agent thereof nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: [Signature]
Title: CEO

Subscribed and sworn to before me
This 18 day of March, 2026

SEAL OF NOTARY PUBLIC



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

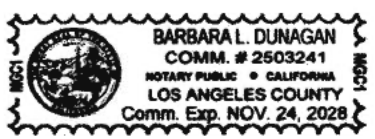
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On March 18, 2026 before me, Barbara L. Dunagan, Notary,
Date Here Insert Name and Title of the Officer

personally appeared Duke Minh Le
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Barbara L. Dunagan
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the California 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 said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor TITANS GROUP CORPORATION

By Duke Le

Title CEO

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** , **has not** X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**CITY OF LA HABRA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**



110 E. LA HABRA BOULEVARD
LA HABRA, CA 90631
(562) 383-4151

**SPECIFICATIONS FOR
CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD
CITY PROJECT NO. 1-B-26**

Voluntary Pre-Bid Job Walk: Monday, March 9, 2026, at 10:00 AM

CITY MANAGER		JIM SADRO
	<u>LA HABRA CITY COUNCIL</u>	
MAYOR		JOSE MEDRANO
MAYOR PRO TEM		JAMES GOMEZ
COUNCIL MEMBER		ROSE ESPINOZA
COUNCIL MEMBER		DAREN NIGSARIAN
COUNCIL MEMBER		DELWIN LAMPKIN

BID OPENING: Wednesday, March 18, 2026, at 3:00 PM

**CITY OF LA HABRA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**



110 E. LA HABRA BOULEVARD
LA HABRA, CA 90631
(562) 383-4151

SPECIFICATIONS FOR

**CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD
CITY PROJECT NO. 1-B-26**

APPROVED BY:

A handwritten signature in blue ink, appearing to read 'Andrew Luna', is written over a horizontal line.

**Andrew Luna, P.E.
Acting City Engineer**

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SECTION A

NOTICE INVITING BIDS

CITY OF LA HABRA

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City Clerk of the City of La Habra, California for furnishing all labor, services, materials, tools, equipment, supplies, transportation, utilities and all other items and facilities necessary therefor as provided in the Contract Documents for the: “**Children’s Development Roof Replacement – 1440 Whittier Blvd, City Project No. 1-B-26**” in strict compliance with the specifications, plans and contract documents on file at the Office of the City Clerk of the City of La Habra.

VOLUNTARY PRE-BID JOB WALK: Monday at 10:00 AM, March 9, 2026, 1440 Whittier Blvd, La Habra, CA 90631.

DATE OF OPENING BIDS: Bids will be received at the Office of the City Clerk, Civic Center, 110 E. La Habra Blvd, La Habra, California 90631 until **3:00 P.M. on March 18, 2026**, at which time and place the bids will be publicly opened and read aloud. Bids shall be submitted in sealed envelopes marked on the outside: “**Children’s Development Roof Replacement – 1440 Whittier Blvd, City Project No. 1-B-26. DO NOT OPEN WITH REGULAR MAIL.**”

LOCATION OF WORK: The work to be done is located at 1440 Whittier Blvd, La Habra, CA 90631.

DESCRIPTION OF WORK: The work includes, but is not limited to, the complete removal and legal disposal of existing roofing and underlayment, associated materials, wood, rain gutters, fascia board and features; any and all repairs and patching; the complete installation of a new roof system with accordance with manufacturer requirements, technical specifications, and contract documents; and site restoration and repairs due to damages caused by the project. It is the contractors’ responsibility to provide a complete roofing system and features which remain watertight and conform to all applicable State, local, regional, and Federal codes, ordinances, and regulations as prescribed by the City.

PROJECT SCHEDULE: A Notice to Proceed will be issued on April 27, 2026, at which time construction must commence. The building must be completed between April 27 and May 20, 2026; otherwise, liquidated damages will be assessed for each calendar day starting from Thursday, May 21, 2026.

CONTRACTOR’S LICENSE: A Class “**B**” or “**C-39**” State of California Contractor’s License is required for this project.

COMPLETION OF WORK: All work shall be completed within Eighteen (18) working days from the start date specified in the Notice to Proceed.

LIQUIDATED DAMAGE: Liquidated damages are Seven Hundred Fifty Dollars (\$750) per calendar day.

AWARD OF CONTRACT: The City of La Habra reserves the right, after opening the bids, to reject any or all bids, waive any informality or irregularity in such bids, or to award to the lowest responsive bidder and reject all other bids.

PROPOSAL GUARANTEE AND BONDS: Each bid must be accompanied by a certified cashier's check or by a corporate surety bond on the form furnished by the City of La Habra, as guarantee that the bidder will, if an award is made to him in accordance with the terms of his bid, promptly secure Worker's Compensation Insurance and Liability Insurance, execute the contract in the required form and furnish satisfactory bonds for the faithful performance of the contract and for the payment of claims of materialmen and workers thereunder. Said check or bidder's bond shall be in an amount of not less than ten percent (10%) of the amount of the bid. The Faithful Performance Bond shall be not less than one hundred percent (100%) of the total amount of the bid price named in the contract. The Payment Bond shall be not less than one hundred percent (100%) of the total amount of the bid price named in the contract. The City of La Habra reserves the right to reject any bond if, in the opinion of the Engineer, the Surety's acknowledgment is not in the form included in the contract documents or in another form substantially as prescribed by law.

PREVAILING RATES OF WAGES: Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Director of Industrial Relations has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done. A copy of said wage rates is available on-line at: <https://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

The Contractor and all subcontractors are responsible to pay the prevailing rates of wages that are specified within ten (10) calendar days before the bid open day and shall post a copy of said wage rates at the project site. The statutory provisions for penalties for failure to pay prevailing wages will be enforced (Labor Code §1775) and the statutory provisions for failure to comply with the States' wage and hour laws will be enforced (Labor Code §1813).

DEBARMENT: No Contractor or Subcontractor may be awarded as a contractor on a bid proposal if they have been Debarred by the State pursuant to Labor Code Sections 1777.1 and 1777.7 and Public Contracts Code Section 6109.

APPRENTICE: The Contractor shall comply with all laws, rules, regulations, and all the requirements of the Labor Code including, but not limited to, Section 1776, 1777.5, and 1777.6 of the California Labor Code.

CONTRACT DOCUMENTS: The Contract Documents shall consist of the following: Notice Inviting Bids; Instructions to Bidders; Proposal; Bidder's Information; Bid Schedule; Acknowledgement of Addenda Received; References; DBE Bidder's List; Violations of Federal, State, or Local Laws; Disqualification or Debarment; List of Subcontractors; Bid Security Form; Bid Bond; Non-Collusion Affidavit; Worker's Compensation Certificate; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Agreement; Labor and Material Payment Bond; Faithful Performance Bond; Supplemental Information to be Completed By Principal; Tax Identification

Number; Bid Guarantee; Statement of Non-Collusion By Contractor; Certification of Compliance; Special Provisions; Plans; and the Standard Specifications for Public Works Construction, latest edition and supplements thereto, made a part by reference, together with all additions, deletions, modifications or interpretations of any of said documents, all of which are hereby made a part of this Notice Inviting Bids.

Plans and specifications are available for inspection, without charge, at the Office of the City Engineer of the City of La Habra.

Complete sets of said plans, specifications, and bid documents can be downloaded at Planetbids.

ADDRESS AND MARKING OF PROPOSAL: The envelope enclosing the proposal shall be sealed and addressed to the City Clerk and hand delivered to the City Clerk at the Civic Center, 110 E. La Habra Blvd (Administration Department), or mailed to City Clerk, Civic Center, 110 E. La Habra Blvd, La Habra, California 90631. The envelope shall be plainly marked in the upper left-hand corner with the name and address of the bidder and shall bear the words “Proposal For” followed by the title of the specifications for the work, and the date and hour of opening bids. The certified or cashier’s check, money order, or bidder’s bond shall be enclosed in the same envelope with the proposal.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REQUIREMENT: No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code 1725.5 and Senate Bill 854. Payroll documents for the contractor and subcontractors should be submitted and registered on time with the DIR.

Under California Labor Code Section 1771.1, in order to be awarded and to perform work on public works projects, prime contractors and subcontractors must possess and maintain registration with the Department of Industrial Relations (DIR) at <https://www.dir.ca.gov/public-works/contractor-registration.html>. This is a separate requirement from the Contractors State License Board (CSLB) licensing requirement. See the Special Provisions for additional details.

SUBMISSION OF QUESTIONS:

- Questions received after Monday, March 10, 2026, at 5:00 pm will not be considered.
- Questions or clarifications deemed by the City to be material changes will be answered via issuance of an addendum and posted to the City’s online bidding service, <https://vendors.planetbids.com/portal/56603/portal-home>.
- Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder’s responsibility to be informed of any issued addenda and to include all such information in its Bid.
- Any questions regarding this solicitation shall be submitted electronically to Danny Gonzalez at dgonzalez@lahabraca.gov.

BID SCHEDULE:

- Bid Advertisement.....Tuesday, March 3, 2026
- Voluntary Pre-Bid Job Walk.....Monday, March 9, 2026, 10:00 am
- Requests for Informationdue by Tuesday, March 10, 5:00 pm
- Response to Requested for Information.....Thursday, March 12, 5:00 pm
- Bid Openingdue by Wednesday, March 18, 2026, 3:00 pm

BID PROTEST: Bidders may file a “protest” of a Bid with the City Clerk. In order for a Bidder’s protest to be considered valid, the protest must:

- 1) Be filed in writing seven (7) calendar days after the bid opening date;
- 2) Clearly identify the specific irregularity or accusation;
- 3) Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- 4) Include all relevant supporting documentation with the protest at the time of filing.

If the protest does not comply with each of the above requirements, it will be rejected as invalid. Should the protest be deemed to be valid, the Engineering Division shall review the basis of the protest and all relevant information. The Director of Public Works or designee will provide a written response to the protestor. Should there may be any appeal to the decision made by the Director of Public Works, the protester can file an appeal letter to the City Manager.

SECTION B
INSTRUCTIONS TO BIDDERS

CITY OF LA HABRA

INSTRUCTIONS TO BIDDERS

The following instructions and conditions apply to the attached bid and the bidder acknowledges the acceptance thereof by signing and filing said bid.

Each bidder shall state whether he is an individual, firm or corporation; if firm, give name of each member; if a corporation, give name of president, secretary, treasurer and manager.

Proposals shall be submitted to the City of La Habra on forms prepared and furnished in the bid documents, or as provided by the Engineering Office of the City of La Habra. When presented, they must be completely made out in the manner and form indicated therein, showing the proposed prices clearly and legibly and must be properly signed by the bidder. Proposals presented otherwise may be rejected.

Each proposal so submitted, together with the required proposal guarantee hereinafter prescribed, shall be presented under sealed cover and must be filed prior to the time and place designated in the Notice Inviting Bids. A proposal so presented, however, may be withdrawn by the bidder provided the request therefor is made in writing, is signed by the bidder or his authorized representative and is filed prior to the time fixed for the opening of bids. The withdrawal of a bid proposal does not prejudice the right of the bidder to file a new bid.

All proposals submitted as hereinabove prescribed will be publicly opened and read at the time and place indicated in the Notice Inviting Bids.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each item of work, in words and in clearly legible figures, a unit price and an amount for the item in the respective space provided for this purpose. In the case of unit price items, the amount set forth under the "AMOUNT" column shall be the extension of the unit price bid on the basis of the estimated quantity for the item. In case of discrepancy between the words and figures, the words shall prevail.

In case of discrepancy between the "Unit Price" and the "Amount" set forth for the item, the Unit Price shall prevail. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause or is omitted or in the case where the Unit Price is the same amount as the entry in the "AMOUNT" column for the item, the "AMOUNT" price shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "AMOUNT" column shall be the unit price.
- (2) As to unit price items, the amount set forth in the "AMOUNT" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

In case of discrepancy between the sum of the individual “AMOUNT” prices, and the Total Bid Price, the sum of the individual “AMOUNT” prices will prevail.

In case of discrepancy of the Mobilization and Demobilization “Unit Price” and “Amount” being higher than Five percent (5%) of the total bid amount as stated in the contract document, then the “Unit Price” and “Amount” shall be deemed to be Five percent (5%) of the total bid amount.

In case of discrepancy of and bid item’s “Unit Price” and “Amount” being higher than the minimum percentage of the total bid amount as stated in the contract document, then the “Unit Price” and “Amount” shall be deemed to be the percentage stated of the total bid amount.

Bidders must satisfy themselves by personal examination of the location of the proposed work and by personal examination of the proposed contract documents as to the actual conditions and the requirements of this work and shall not at any time after submission of the bid dispute, complain or assert that there was any misunderstanding in regard to the nature or the amount of work to be done unless a written change in these specifications or contract or written clarification thereof has been issued by the City of La Habra.

Each bid must be in a sealed envelope which is to be clearly marked so as to identify it as a bid (such as “Sealed Bid - do not open with regular mail”), giving the number and name of the project or specification and the name of the bidder. These instructions are particularly necessary if your bid is transmitted by mail. Failure to identify the project or to address it to the City Clerk, Civic Center, 110 E. La Habra Blvd, La Habra, California 90631, Attention City Clerk, will result in the opening of the envelopes with the regular mail and may thereby void the bid.

The City Council will award the contract to the lowest responsible bidder, however, said Council reserves the right to reject any or all bids, to waive any informality in the bids received and, if necessary, to take said bids under advisement for a period not to exceed sixty (60) days including lead-time.

All proposal requirements and conditions as set forth in the Standard Specifications for Public Works Construction (Greenbook) 2021 Edition shall apply hereto.

APPROXIMATE ESTIMATE: The quantities shown in the proposal form and in the Engineer’s Estimate shall be considered as approximate only, being listed therein for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished as a basis for the comparison of bids. The Council does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond therewith, but reserves the right to increase or decrease the amount of any item, portion of work to be performed or material to be furnished, or to omit any such item or portion, in accordance with the provisions relative thereto set forth in the bid documents or Standard Specifications for Public Works Construction (Greenbook) Edition 2021 under which the work is to be constructed, without in any way invalidating the contract should such increase, decrease or omission be deemed necessary or expedient. The City of La Habra reserves the right to increase or decrease the amount of any item as necessary due to budgetary requirements.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS: The City of La Habra requires that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in public works projects. To assist the City of La Habra in establishing future Annual Anticipated DBE Participation Level (AADPL), all contractors are required to submit a list of all subcontractors and suppliers, whether DBE or not, contacted during preparation of the bid.

SECTION C

SPECIAL PROVISIONS

SPECIAL PROVISIONS

SECTION 1. DEFINITION OF TERMS

CITY: The City of La Habra

CITY COUNCIL: The City Council of the City of La Habra.

ENGINEER: Any reference to the “Engineer” in the specifications shall be construed to mean the City Engineer of the City of La Habra or his authorized agents.

AGENCY: The legal entity for which the Work is being performed.

BIDDER: Any individual, firm, or corporation submitting a bid to furnish the materials and equipment and perform the work herein specified, properly made out on the form furnished by the City Engineer, duly executed by the bidder, and enclosed within a sealed envelope directed to the City Clerk, Civic Center, 110 E. La Habra Blvd., La Habra, California 90631.

BID FORMS: The blank forms prepared by the City of La Habra, on which the bidder must submit the bid.

CONTRACTOR: The bidder whose bid is accepted and to whom the contract is awarded.

CONTRACT: The Plans and Specifications, Special Provisions, the notice inviting bids, the bid and addenda of the Contract, and the agreement entered into pursuant thereto shall constitute the Contract between the City of La Habra and the Contractor.

LABORATORY: The designated laboratory authorized by the Engineer to test materials and work involved in the contract.

THE WORK: All the work required to be performed under the contract.

GENERAL CONSTRUCTION TERMS: Unless otherwise specifically defined herein or unless the content requires a different meaning, all words, terms and phrases having a well-known or technical meaning shall be so construed.

USE OF PRONOUNS: Words used herein in the masculine gender include the feminine and neuter and vice versa; the singular number includes the plural and the plural the singular. The word “person” includes a corporation, association, or partnership.

SECTION: The part into which these Special Provisions are divided. Each section is designated by a whole number preceding its title.

ARTICLES: The parts into which sections are divided. Each article is designated by a number preceding its title, the first two figures to the right of the decimal point being the number of the

article and the figures or figure to the left of the decimal point being the number of the section of which such article is a part. Thus: Article 11.05 indicates Article 5 of Section 11.

SUBDIVISIONS: The parts into which articles are divided. Each subdivision is designated by a number preceding its title, the figure or figures to the right of the article number being the number of the subdivision. Thus: Subdivision 11.05.2 indicates Subdivision 2 of Article 5 of Section 11.

STANDARD DRAWINGS: The document entitled “Standard Plan for Public Works Construction”, 2021 Edition, and supplements thereto, are hereinafter referred to as the Standard Drawings.

Details of structures, devices, or instructions referred to on the Standard Drawing by title or number.

In case of conflict between the Standard Drawings and these Plans, these Plans shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

STANDARD SPECIFICATIONS: The document entitled “Standard Specifications for Public Works Construction”, 2021 Edition, and supplements thereto, are hereinafter referred to as the Standard Specifications.

Other terms appearing in the Standard Specifications shall have the intent and meaning specified in Section 1 “General” of the Standard Specifications.

In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

SECTION 2. REQUIREMENTS AND CONDITIONS

ARTICLE 2.01: EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND WORKSITE: Bidders must satisfy themselves by personal examination of the proposed work site and by such other means as they may prefer as to the actual conditions and requirements of the work. Bidders shall not at any time after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of work to be done.

The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat 252) and the Regulations of the Department of Commerce (15 C.F.C., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination of the grounds of race, color or national origin.

ARTICLE 2.02 BID FORMS: All bids submitted shall be made on the blank forms provided with the bid documents. Bids submitted on forms other than those provided with the bid documents shall be rejected. All bids shall give the price bid both in writing and figures and shall be signed

by the bidder with his address. Bids shall be enclosed in a sealed envelope directed to the City Clerk, Civic Center, 110 E. La Habra Blvd, La Habra, California 90631.

ARTICLE 2.03 IRREGULAR BIDS: Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

ARTICLE 2.04 DISQUALIFICATION OF BIDDERS: The CITY COUNCIL may reject any and all bids should it deem this for the public good and the bid of any party who has been delinquent or unfaithful in any former contract with the CITY, and may reject all bids other than the lowest bid of any responsible bidder and may award the contract for said work or improvement to the lowest responsible bidder at the prices named in his bid.

ARTICLE 2.05 MATERIAL GUARANTEE: Before any bid is accepted, the bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all materials to be used in the construction of the work, together with samples which may be subjected to the tests provided for in these Plans and Specifications or in the Special Provisions to determine their quality and fitness for the work.

ARTICLE 2.06 BONDS: In lieu of Section 1-7.2 "Contract Bonds" of the Standard Specifications, the Contractor, simultaneously with the execution of the Agreement, shall furnish a surety bond in an amount equal to one hundred (100) percent of the contract price as security for the faithful performance of the contract and a separate surety bond in an amount equal to one hundred (100) percent of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with the contract. Said bonds shall be secured from a Surety Company satisfactory to the CITY.

ARTICLE 2.07 BID GUARANTEE:

Subdivision 2.07.1: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check or bidder's bond made payable to the City of La Habra for an amount equal to at least ten percent (10%) of the amount of said bid. No bid will be considered unless such cash, cashier's check, certified check or bidder's bond is enclosed therewith.

Subdivision 2.07.2: Return of Bid Guarantee: The bid guarantee of the bidder or bidders who are being considered for the award of the Contract shall be held until the execution of said contract, and shall thereupon be returned to the bidder. Bid guarantee of other bidders will be returned to such bidders upon award of the Contract.

ARTICLE 2.08 AWARD OF CONTRACT: The award of contract, if it be awarded, will be within sixty (60) calendar days of the opening of bids.

ARTICLE 2.09 EXECUTION OF CONTRACT: The contract, Insurance, and bonds shall be executed and filed by the successful bidder with the City Clerk of the City of La Habra not later than ten (10) days after the award of contract.

All bidders may submit with their bids a sworn statement of their financial responsibility, technical ability and experience. Such sworn statement may be required to be furnished before award is made to any particular bidder.

The CITY COUNCIL may, upon the refusal or failure of successful lowest responsible bidder to accept the contract, award it to the second lowest responsible bidder. If the legislative body awards the contract to the second lowest bidder, the amount of the lowest bidder's security shall be applied by the CITY to the difference between the low bid and the second lowest bid; and the surplus, if any, shall be returned to the lowest bidder if cash or a check is used, or to the surety company if bidder's bond is used.

ARTICLE 2.10 BEGINNING OF WORK: The Contractor shall begin work from the start date specified in the Notice To Proceed.

ARTICLE 2.11 PLANS AND SPECIFICATIONS: Plans and specifications and bid documents are on file at the Office of the City Engineer, Civic Center, 110 E. La Habra Blvd., La Habra, California. A digital copy of said Contract Documents (saved in PDF format) is available free of charge, posted at the following website: <https://vendors.planetbids.com/portal/56603/portal-home>

ARTICLE 2.12 CONTRACT DOCUMENTS: The Contract Documents shall consist of the following: Plans and Specifications, Notice Inviting Bids; Instructions to Bidders; Proposal; Bidder's Information; Bid Schedule; Acknowledgement of Addenda Received; References; DBE Bidder's List; Violations of Federal, State, or Local Laws; Disqualification or Debarment; List of Subcontractors; Bid Security Form; Bid Bond; Non-Collusion Affidavit; Worker's Compensation Certificate; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Agreement; Faithful Performance Bond; Labor and Material Payment Bond; Supplemental Information to be Completed By Principal; Tax Identification Number; Bid Guarantee; Statement of Non-Collusion By Contractor; Certification of Compliance; Special Provisions; Drawings; and the Standard Specifications for Public Works Construction, latest edition and supplements thereto, together with all additions, deletions, modifications, appendices and all addenda as prepared prior to the date of the bid opening setting forth any modifications or interpretations of any said documents are hereby incorporated in and made a part of the Contract Documents.

All Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all. The intention of the documents is to require a complete and finished piece of work. The Contractor, at his sole cost and expense, shall perform all labor and services and shall furnish all materials, tools, equipment and facilities necessary for the proper execution of the work, with the exception of such items as may be definitely stipulated in the Specifications or on the Plans to be furnished by the CITY. Anything shown on the Plans and not in the Specifications, or in the Specifications and not in the Plans, shall be performed by the Contractor as though shown on both the Plans and Specifications.

Documents which shall be signed and returned to the CITY with Bid Proposal are:

Proposal; Bidder's Information; Bid Schedule; Acknowledgement of Addenda Received; References; DBE Bidder's List; Violations of Federal, State or Local Laws; Disqualification or Debarment; List of Subcontractors; Bid Security Form; Bid Bond; Non-Collusion Affidavit, Worker's Compensation Certificate; Public Contract Code Section 10285.1 Statement; Public Contract Code Section 10162 Questionnaire; and Public Contract Code Section 10232 Statement.

Documents which are to be signed and returned to the CITY by the winning bidder are:

Agreement; Payment Bond, Faithful Performance Bond, Supplemental Information to be Completed by Principle, Tax Identification Number, Bid Guarantee, Statement of Non-Collusion, Certification of Compliance; Liability Insurance; and Workers Compensation Insurance.

Subdivision 2.12.1 Precedence of Contract Documents: If there is a conflict between Contract Documents, the order of precedence shall be as follows:

1. Contract
2. Specifications
3. Plans

Within the Specifications, the order of precedence is as follows:

1. Permits from other agencies/Supplemental Agreements
2. Change Orders
3. Addenda
4. Special Provisions/ Technical Specifications
5. Instructions to Bidders
6. Notice Inviting Bids
7. Referenced Standard Drawings
8. Referenced Standard Specifications

With reference to Plans, the order of precedence is as follows:

1. Change Order drawings govern over Addenda and Contract drawings.
2. Addenda drawings govern over contract drawings.
3. Contract drawings govern over shop drawings and Standard drawings.
4. Detail drawings govern over general drawings.
5. Figures govern over-scaled dimensions.

ARTICLE 2.13 AUTHORITY OF THE ENGINEER: The Engineer shall have the authority to direct as may be necessary to ensure that the work is in strict compliance with the Contract Documents; determine the quantity, quality and soundness of the work; determine if material and equipment being used is satisfactory; interpret the requirements of the contract; and, make decisions regarding the progress and execution of the work. However, neither the Engineer nor any representative of the Engineer shall have the authority to authorize extra work that is out of

scope of the project or increase the cost beyond the contract amount without prior approval by the CITY COUNCIL. Should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in the Specifications or Plans, the matter shall be referred to the Engineer, who shall decide the same in accordance with the true intent and meaning as construed by him. Any difference or conflicts which may arise between the Contractor and any other contractor also under the contract administration of the Engineer shall be arbitrated by the Engineer.

ARTICLE 2.14 ACCESS TO WORK: The Engineer, his agents and duly authorized representatives of the CITY shall at all times and for any purpose, have access to the work and the premises used by the Contractor and the Contractor shall provide safe and proper facilities therefor.

ARTICLE 2.15 LEGAL ADDRESS OF THE CONTRACTOR: The address given in the Proposal is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing or delivering to the above-named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of such mailing or delivery. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Engineer.

ARTICLE 2.16 CONTRACTOR'S RESPONSIBILITIES: The Contractor shall be responsible for the safe, efficient and adequate use of equipment during the progress of the work so as to secure the safety of the workers and others. The Contractor is also responsible for the quality of work required and the stipulated rate of progress. It shall be the Contractor's responsibility to perform the work strictly in accordance with the Specifications and Plans or in accordance with modifications as may be made by the Engineer in the form of addendum or written change orders. The presence of the Public Works Inspector does not relieve the Contractor of his obligation to comply with the requirements of the Plans, Specifications and Contract Documents.

The Contractor shall assume the defense of and indemnify and save harmless the CITY and its officers and agents from all claims of any kind arising from his own negligence or that of his agents in the performance of the Contract.

The Contractor shall be responsible for the custody of any material furnished him for the care of all work until its completion and final acceptance. He shall, at his own expense, replace damaged or lost material and repair damaged parts of the work, regardless of cause, or the same may be done at the Contractor's expense by the CITY.

During the progress of the work, the Contractor shall keep the worksite in a neat and clean condition and free from any unsightly accumulation of rubbish. If stockpiling is necessary, the material shall be removed or disposed of weekly. He shall remove from the vicinity of the completed work all plant, building, rubbish, unused materials, concrete forms, and equipment belonging to him or used under his direction during construction. In the event of his failure to do so, the same may be removed by the CITY at the Contractor's expense.

All operations of the Contractor shall be conducted in such a manner as to avoid unnecessary dust. To this end, the Contractor shall provide equipment, materials, water, and labor to keep all parts of the work adequately sprinkled and dust free as determined by the Engineer. Full compensation for dust control measures and conforming with the provisions of this Section shall be included in the prices paid for the various contract items of work listed in the Bid Schedule, and no additional compensation will be allowed therefor.

SECTION 3. SCOPE OF WORK

ARTICLE 3.01 WORK TO BE DONE: The Contractor shall for the price bid furnish all the necessary labor, materials, equipment, methods, processes, implements, tools, and machinery except as otherwise specified to perform the required work in a thorough and workmanlike manner in accordance with the plans and specifications, and to the satisfaction of the Engineer.

The general items of work to be performed hereunder consist of, but are not be limited to:

The work includes, but is not limited to, the complete removal and legal disposal of existing roofing and underlayment, insulation, associated materials, wood, rain gutters, fascia board, and features; any and all repairs and patching; the complete installation of a new roof system with accordance with manufacturer requirements, technical specifications, and contract documents; and site restoration and repairs due to damages caused by the project. It is the contractors' responsibility to provide a complete roofing system and features which remain watertight and conforms to all applicable State, local, regional and Federal codes, ordinances, and regulations as prescribed by the City.

The Contractor shall implement temporary storm water best management practices (BMP's) and shall protect the public from drift, noise or any other identified or known nuisance created or is as a result of the project

ARTICLE 3.02 FINAL CLEANING UP: Before acceptance of the work and final payment therefor, the Contractor shall clean the work and all ground occupied by him in connection with the work, of all rubbish, excess materials, equipment, and forms. All parts of the work shall be left in a neat and presentable condition.

ARTICLE 3.03 REPAIRS AND REPLACEMENTS: All damages done to existing facilities and improvements by the Contractor shall be repaired to the satisfaction of the Engineer at no additional cost to the City. Where sidewalks, curbs, or gutters are to be repaired, the repairs shall be made by removing and replacing the entire section back to the nearest scoring lines and not by refinishing the damaged portion.

SECTION 4. CONTROL OF THE WORK

ARTICLE 4.01 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS: These specifications, drawings, special provisions, and all supplementary documents are essential parts of the contract. A requirement occurring in one is as binding as though occurring in all. The drawings and specifications are intended to be cooperative and to

describe and provide for the workmanlike completion of proposed improvements. Refer to Subdivision 2.12.1 for precedence of Contract Documents.

ARTICLE 4.02 PLANS AND SPECIFICATIONS: The Contractor shall keep at the work site a copy of the Plans and Specifications at all times and provide the Engineer access thereto.

The Contractor shall check all dimensions and quantities on the drawings or schedules herein contained or given to him by the Engineer, and shall notify the Engineer of errors therein which may be discovered by examining and checking the drawing. He shall not take advantage of any error or omission in these specifications, drawings or schedules, but should such error or omission be discovered, the Contractor shall notify the Engineer and the Contractor shall carry out the Engineer's instructions, as if originally specified.

ARTICLE 4.03 SUPERVISION BY THE CONTRACTOR: The Contractor shall give his personal superintendence to the work, using all his skills and attention in directing the performance of the work or he shall provide a competent, full-time superintendent or foreman with the authority to act on his behalf and whom shall be present to direct the work on the project at all times during its progress. All directions given to the Contractor's superintendent or other authorized supervisory employee shall be as binding as if delivered to the Contractor personally.

ARTICLE 4.04 LABOR: Any overseer, superintendent, laborer or other person employed by the Contractor who shall perform his work in a manner contrary to the specifications shall be discharged immediately and such person shall not again be employed on the project.

ARTICLE 4.05 LINES AND GRADES: The Contractor will set all lines and grades in accordance with the plans and all work done shall conform thereto. The Contractor shall dig all stake holes necessary to give lines and grades. The Contractor shall preserve all stakes set for lines, grades or measurements of the work in their proper places until authorized to remove them by the Engineer. Any expense incurred in replacing stakes which the Contractor or his subordinates may have failed to preserve shall be borne by the Contractor. Unless otherwise noted, the grade between two grade points shall be a straight line between such two points.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices of bid for the various contract items of work involved and shall include all labor, material, and appurtenances necessary to complete the work. No additional compensation will be allowed therefor.

ARTICLE 4.06 INSPECTION: The Contractor shall notify the Engineer at least 48 hours in advance of starting or resuming work so that the Engineer can arrange for an inspector to be present. Failure to give such notice shall be cause for rejection of such work. The Contractor shall furnish the engineers and inspectors reasonable facilities for obtaining such information as may be necessary to give them full information at all times respecting the progress and manner of doing the work and the character of the materials.

Subdivision 4.06.1 Special Inspection Fees: If the Contractor elects to work under this contract more than 8 hours per day and 40 hours per week, or Saturday, Sunday, overtime, or CITY

Holidays, the Contractor shall arrange with the Engineer for the required inspection service and pay the special inspection fees, which will be charged at the following rates:

Monday through Friday	\$150.00 / hour
Saturday, Sunday, overtime, and Holidays	\$200.00 / hour

ARTICLE 4.07 DEFECTIVE WORK OR MATERIALS: Inspection of the work shall not relieve the Contractor of his obligation to fulfill his duty as herein prescribed. Defective work shall be made good by the Contractor. Unsuitable work and materials may be rejected, notwithstanding that such work and materials were previously inspected by the Engineer and accepted or estimated for payment. If the work, or any part thereof, is determined to be defective at any time before final acceptance of the work, the Contractor shall forthwith make good such defect without additional compensation in a manner satisfactory to the Engineer.

If materials furnished and brought upon the job site by the Contractor for use in the work, or selected for the same by him shall be condemned by the Engineer as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith discard such materials and remove them to a satisfactory distance from the vicinity of the work.

If the Contractor fails or neglects to make ordered repairs to defective work, or to remove rejected materials from the work site within 10 days after notification by the Engineer, the Engineer acting on behalf of the CITY may make the ordered repairs or remove the condemned materials and deduct the cost thereof from monies due to the Contractor.

ARTICLE 4.08 EQUIPMENT AND PLANT: Equipment not suitable to produce the quality of work required will not be permitted to operate on the project.

Plants, tools and equipment shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity and of such character to insure the production of sufficient material to take the work to completion within the scheduled time frame. The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements and when ordered by the Engineer shall remove unsuitable equipment from the worksite and discontinue receiving materials from unsatisfactory plants.

ARTICLE 4.09 ADDITIONS OR OMISSIONS OF WORK, LABOR OR MATERIALS:

Subdivision 4.09.1: Additions: The Contractor shall make additional excavations, furnish and place additional imported borrow, plant-mixed surfacing, concrete or do other additional work or furnish other additional materials where the necessity for or the extent of such work or materials does not appear and cannot with reasonable diligence, cost and certainty, be determined in advance or will only be disclosed by the doing of the work or in any contingency which reasonable care and consideration could not be foreseen. Such additional work or materials shall be specified in writing by the Engineer, subject to approval of the CITY COUNCIL, and shall be paid for at the unit prices set for in the contract.

Subdivision 4.09.2: Omissions: The Contractor shall omit any portion of the work, labor or materials required to be done or furnished under the plans and the specifications when the necessity for the omission of said work, labor or materials does not appear and cannot with reasonable certainty, diligence and cost be ascertained in advance or will only be disclosed by the doing of the work or in any contingency which reasonable care and consideration could be foreseen; which said omission of work, labor or materials shall be specified and required in writing by the Engineer, subject to the approval of the CITY COUNCIL, and shall be deducted from the contract price at the unit prices therefore set forth in said contract. Where the contract price is a lump sum, then the cost of the amount deducted shall be proportion of said lump sum such as the quantity of work, labor or materials omitted bears to the quantity upon which said lump sum is based.

Subdivision 4.09.3: Mark-Ups for Extra Work: The Contractor shall use the specified mark-ups for all approved extra work:

For General Contractor's work, 15% mark-up for materials and equipment, and 20% mark-up for labor.

For Subcontracted work, 10% mark-up for the first \$5,000; and 5% mark-up for costs in excess of \$5,000.

Subdivision 4.09.4: Tool and Equipment Rental: The rates to be used in determining equipment rental costs shall be as listed in the Caltrans "Labor Surcharge and Equipment Rental Rates" publication in effect at the time of bid.

ARTICLE 4.10 FINAL INSPECTION: The Engineer will not make the final inspection until the work provided and contemplated by the contract has been completed and the final clean-up performed.

ARTICLE 4.11 CONTRACTOR REPORTING REQUIREMENTS: The following items shall be required as a part of Contractor payment requests. Incomplete submittal or omission of any of the following requirements shall be cause for rejection and return of payment requests to the Contractor for correction. All items shall be complete and current to the satisfaction of the Engineer. The Contractor shall provide all information for his own firm as well as each and every subcontractor. Payment requests shall include at least the following items:

- Breakdown of each pay item showing locations and quantities of work requested for payment.
- Certification that the as-built records are current and documented in writing.
- Submission of DBE information, including DBE amounts completed to date, DBE providers, Monthly DBE Trucking Utilization Report, and certification that the Contractor is meeting DBE contractual requirements.
- Certified Payroll Reports.
- Updated work schedule.
- All change order requests complete to date, including all Force Account cost supporting documentation.

- Copies of Best Management Practices, and certification that BMP's are current and implemented.
- Copies of test results (if testing is required of Contractor).
- Survey records, maps, cut sheets, calculations, and other data.
- Subcontractor Change Requests and subcontractor data.
- Other forms or reports as may be required by contract.

ARTICLE 4.12 PENALTIES: Notwithstanding penalty provisions elsewhere in these specifications, the CITY may impose financial penalties in the case of the Contractor not fulfilling his contractual obligations. These obligations include, but are not limited to, performing work within the time limits of the contract; public notification; implementation of Best Management Practices, SWPPP, and other management plans; maintaining records; notification of the Engineer; traffic control; safety; controlling the work area; maintaining a competent supervisor on site at all times while performing work; surveying; testing; updating of schedules; and other such contractual obligations. The Contractor shall be responsible for all obligations and penalties applied to subcontractors as if he himself were performing the work.

The amount of penalty shall be equal to the daily liquidated damages, prorated for each 15-minute period, or portion of 15 minutes, of contract violation. Each violation shall be additive if multiple violations occur during the same time period.

ARTICLE 4.13 CLEANUP, TRAFFIC CONTROL, SAFETY: The Contractor shall maintain complete liability and responsibility for implementing project site cleanliness, traffic control, and safety at all times. If, in the opinion of the Engineer or his designated representative, there is a condition warranting corrective action by the Contractor, the Contractor will be advised and requested to correct the condition to the satisfaction of the Engineer. This requirement in no way absolves the Contractor of any obligation or duty to provide for the safety of persons and property at all times, nor does it impose any obligation or duty on the Engineer to provide any such services or advisement.

The Contractor's supervisor will not leave the project site until he has personally inspected and verified that all cleanliness, traffic control, and safety conditions are in a suitable condition, and has informed the Engineer that he has performed such an inspection. Likewise, no work may commence at the beginning of the workday until all cleanliness, traffic control, and safety measures and procedures have been reviewed, discussed, and implemented by the supervisor with all of the Contractor's and subcontractor's forces.

In the event that the Contractor does not immediately respond to the Engineer's request for corrective action, and the situation presents a hazard to persons and/or property, the Engineer may cause the work to be corrected by others. Likewise, in the event that the Contractor is not on site, cannot immediately respond, or is otherwise unavailable, the Engineer may cause the work to be corrected by others. If corrective work is performed by others, then the Contractor may be charged for all of the costs, including overhead and indirect costs, required to correct the work. Inspector's costs shall be per Article 4.06 INSPECTION. Engineer's costs shall be 1.5 times the noted Inspector's rate. In addition, the Engineer may impose additional penalties as provided for elsewhere in these specifications.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 4.14 REMOVAL OF PERSONNEL: The Engineer reserves the right to direct the Contractor to remove any specified personnel from the project at any time without reason. If directed, the Contractor shall immediately remove such personnel from the project site, and replace such with another competent person. This requirement shall apply to subcontractor personnel as if they were the Contractor's personnel. Violation shall be subject to penalties as noted elsewhere in these specifications.

SECTION 5. CONTROL OF MATERIAL

ARTICLE 5.01 DRAWINGS AND INFORMATION REQUIRED OF CONTRACTOR: The Contractor shall before proceeding with the fabrication or erection of structures or appurtenances if called for under the contract and required in its erection thereof, furnish the Engineer with the information regarding same and shall submit to the Engineer for approval drawings, specifications, lists and graphs as required under these specifications. Said drawings, specifications, lists and graphs shall become the property of the CITY. In the event that the Engineer shall find that the drawings, specifications, lists and graphs as submitted by the Contractor, are in accordance with acceptable practice and meet the requirements of these specifications, the Engineer will return one (1) set of drawings and lists with his approval within 10 days after their receipt at the Engineer's office; otherwise, said drawings will be returned to the Contractor within the said 10 day period with a statement of the points wherein they have been found unsatisfactory, in which case, the Contractor at his own expense, shall proceed at once to revise said drawings and lists until they shall be found satisfactory by the Engineer and are approved by him. No fabrication shall be done prior to approval of drawings and lists. The Contractor shall have no claim for damages or extension of time on account of any delay due to revision of drawings as found necessary by the Engineer in order to fulfill the requirements of these specifications; but, regardless of such delays, the Contractor shall be liable to the CITY as provided in the specifications for any failure to complete the work as required by the terms of the contract. Revisions shown on shop drawings shall be considered as changes necessary to meet the requirements of specifications and shall not be taken as the basis of claims for extra work.

The approval of all drawings by the Engineer shall apply to general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein; nor shall said approval operate to waive or modify any provisions or requirement contained in these specifications.

ARTICLE 5.02 SAMPLES AND TESTS: All tests of materials furnished by the Contractor shall be made by a laboratory authorized by the Engineer to make the tests and work involved in the contract. The expense of such tests shall be included in the prices bid for the work.

Tests shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are described in the Standard Specifications.

No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of materials.

Whenever reference is made in these specifications to standard tests or requirements of the American Society for Testing Materials, the reference shall be construed to mean the standards that are in effect at the date of these specifications.

ARTICLE 5.03 STORAGE OF MATERIALS: Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground. They shall be placed under cover when so directed. Stored materials shall be so located as to facilitate prompt inspection.

ARTICLE 5.04 SUBSTITUTION OF EQUIVALENTS:

The Bidder shall, at his own expense, furnish information or data concerning the article, equipment, material, or process offered by him as an equivalent to that specified; and, if the CITY shall so require, the Bidder, at his own expense, shall have the article, equipment, materials or process tested to its quality, strength, physical, chemical or other characteristics, its durability, finish, efficiency or service by a reputable testing engineer or laboratory satisfactory to the CITY.

In accordance with California Public Contract Code §3400(a), and as specified herein this Section, the Contractor shall submit its list of proposed substitutions for “an equal” (“or equal”) item within 20 days after the award of the contract. If an offered substitution by the Contractor for the trade names specified in the plans and specs necessitates changes to, or coordination with, other items of the Work, the information submitted shall include details showing such changes. The Contractor shall perform these changes as part of the substitution of material or equipment and at no additional cost to the CITY. The lack of action on the Engineer’s side by taking no exceptions to the proposed substitution shall not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

Whenever materials or equipment are indicated in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless stated otherwise, materials or equipment of other Suppliers may be accepted if sufficient information is submitted to the Engineer for review to determine whether the material or equipment proposed is equivalent or equal to that named.

Request for approvals of “or equal” items prior to Bid Opening will not be considered. Bidders are responsible to ensure their Bid includes the price required for the item as specified, and assumes all risk in including a price for an “or equal” item that is not approved by the Engineer, and any additional cost associated with furnishing and installing the item as specified in the specifications or plans.

The Contractor may bring forward a substitution proposal for an “or equal” item provided the request and supporting documentation is submitted within 10 days of contract award. The following information shall be included with any substitution request:

Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.

Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.

All variations of the proposed substitute from the items originally specified will be identified.

Certification that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.

There is no guaranteed time frame for the Engineer’s review of the substitution requests.

The Contractor is responsible to demonstrate that the type, function, and quality of any such substitute product, material or equipment is equivalent to the specified item. The Engineer shall require at the Contractor’s expense additional data about the proposed substitution he deems necessary.

If the Engineer takes no exceptions to the proposed substitution, it will not relieve the Contractor from responsibility for the efficiency, sufficiency, quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified by name.

The lack of any action by the Engineer does not constitute acceptance of the substitution; all approved “or equal” substitutions must be approved in writing by the Engineer.

Acceptance by the Engineer of a substitute item does not relieve the Contractor of the responsibility for full compliance with the Contract Documents.

The Bid submittal must be based on the material and equipment specified by name per the Special Provisions and/or the Project plans for the Children’s Development Roof Replacement at 1440 Whittier Blvd. If the proposal is rejected by the Engineer, you will not be entitled to either an extension in Contract Time, and/or an increase in the Contract Price.

As applicable, no Shop Drawing or Working Drawing submittals will be made for a substitute item nor will any substitute item be ordered, installed, or utilized without the Engineer's prior written approval.

Whether approved or disapproved, the Contractor must reimburse the CITY for the charges of the Engineer for evaluating each proposed substitution.

SECTION 6. LEGAL RELATIONS AND RESPONSIBILITIES

ARTICLE 6.01 LAWS TO BE OBSERVED AND DISPUTE RESOLUTION:

Subdivision 6.01.1 Laws and Regulations: The Contractor shall keep himself fully informed of all Federal and State laws, County and CITY ordinances and regulations which, in any manner, affect those engaged or employed on the work, the materials used in the work or the conduct of the work. If any discrepancy or inconsistency should be discovered in this contract or in the Plans or Specifications herein referred to, in relation to any such law, ordinance or regulation, the Contractor shall forthwith report the same in writing to the Engineer. The Contractor shall, at all times, observe and comply with and shall cause all his agents and employees to observe and comply with all such applicable laws, ordinances and regulations in effect or which may become effective before completion of this contract. He shall protect and indemnify the CITY and its officers and agents against any claim or liability arising from or based on the violations of any such laws, ordinances or regulations whether by himself or by his employees or his subcontractors or their employees.

Except as otherwise explicitly provided in these specifications, all permits and licenses necessary to the prosecution of the work shall be secured by the Contractor at his own expense and he shall pay all taxes properly assessed against his equipment or property used or required in connection with the work.

All state laws, all county and CITY ordinances and regulations now imposed by competent authority and relating to any materials required to be furnished under these specifications and work required to be done hereunder, shall be deemed to be and hereby are made controlling and part of these specifications.

Subdivision 6.01.2 General: The Contractor shall keep himself fully informed of all existing state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Subdivision 6.01.3 Eight-Hour Law: Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit as a penalty twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by the Contractor or any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1815 thereof inclusive except that work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be compensated at not less than one and one-half (1 ½) times the basic rate of pay as provided in Section 1815.

Subdivision 6.01.4 Prevailing Rate of Per Diem Wages: Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Director of Industrial Relations has

ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes applicable to the work to be done.

The Contractor shall comply with Labor Code Section 1775. In accordance with said section, the Contractor shall forfeit as a penalty to the CITY fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

Subdivision 6.01.5 Certified Payroll: Pursuant to Section 1776 of the Labor Code, the Contractor and/or subcontractors shall submit weekly to the CITY for each week in which any contract work is performed a certified copy of all payroll records. Should the Contractor fail to provide such payroll certificates, the CITY may withhold one thousand dollars (\$1,000) for each weekly payroll certificate not received from payment due.

Subdivision 6.01.6 Governing Law, Venue, Dispute Resolution and Attorneys' Fees: This Agreement will be governed by and construed in accordance with laws of the State of California. Specifically, Government Code Section 9204 (A summary of which is set forth in Subdivision 6.01.7). If any disputed portion of the claim is not resolved with the procedure set forth in Subdivision 6.01.7 herein, prior to commencing suit in a court of competent jurisdiction, any unresolved portion of any controversy, dispute or claim arising out of the Agreement will first be submitted to an alternative dispute resolution process as set forth in Subdivision 6.01.8 herein. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Orange, State of California. In the event either party hereto will bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action will recover all costs thereof, including reasonable attorneys' fees, to be set by the court in such action.

Subdivision 6.01.7 Summary of Government Code Section 9204: A “claim” is a separate demand on the CITY by a Contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay;
- Payment by the CITY of money damages under the terms of the contract;
- Payment of an amount that is disputed by the CITY.

Initial Review. The claim must be supported by appropriate documentation. The CITY has forty-five (45) days within which to review the claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the claim. If the CITY does not issue

a written statement, the claim is deemed rejected in its entirety. The CITY will pay any undisputed portion of the claim within sixty (60) days of issuing the statement.

Meet & Confer. If the Contractor disputes the CITY's written response, or if the CITY does not issue one, the Contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The CITY will schedule the meet and confer conference within thirty (30) days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within ten (10) business days of the meet and confer. The CITY will pay the undisputed portion within sixty (60) days of issuing this statement.

Mediation. With respect to any disputed portion remaining after the meet and confer, the CITY and Contractor must submit the matter to nonbinding mediation, agree to a mediator within ten (10) business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions. Amounts not paid by the CITY in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The CITY and Contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

Subdivision 6.01.8 Alternative Dispute Resolution: In the event that there is any controversy, dispute or claim arising out of or relating to this Agreement, which have not been resolved pursuant to the process summarized in Subdivision 6.01.7 herein, the parties hereto will consult and negotiate with each other and, recognizing their mutual interest, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of sixty (60) days, the matter will be submitted to nonbinding arbitration ("Process") by written notice from either party to the other. The parties will meet and confer in good faith and select an arbitrator that is agreeable to both sides. The Process will be completed no later than one hundred twenty (120) days ("Process Period") after tender of the aforementioned written notice, unless the Parties mutually agree to an extension of the Process Period. If the matter is not successfully resolved by the Process, within the Process Period, the parties are free to commence litigation in a court of competent jurisdiction as defined in Subdivision 6.01.6 herein. Any litigation commenced without both parties' consent prior to the end of the Process Period, will be subject to a stay until the end of the Process Period. The Parties further agree to equally bear the cost of the Process.

ARTICLE 6.02 PERMITS AND LICENSES: The Contractor is responsible for obtaining all necessary permits and licenses, paying any associated charges and fees, and providing all required notices related to the work. The Contractor and their subcontractors must also secure a CITY Business License

Full compensation for conforming to the requirements in this article shall be considered as included in the price bid for the various contract items of work involved, and no additional compensation will be allowed therefor.

ARTICLE 6.03 PATENTS: The Contractor shall assume all costs arising from use of patented materials, equipment, devices or processes used on or incorporated in the work and agrees to indemnify and save harmless the CITY, the CITY COUNCIL, the City Engineer and their fully authorized representatives from all suits of law or actions of every nature for, or on account of, the use of any patented materials, equipment, devices or processes.

ARTICLE 6.04 PRESERVATION OF PROPERTY: The Contractor shall conduct the operations in a careful and prudent manner to avoid damage to adjacent property.

The Contractor shall preserve and protect all on-site and roadside trees from injury. All trees useful for shade or other purposes shall be cared for by the Contractor, and no trees within the limits of the project site shall be cut or removed unless indicated on the plans.

All fences along the line of the improvement shall be protected by the Contractor; if they are injured or destroyed, they shall be restored to a condition as good as when he entered upon the work. It is required that the Contractor replace in kind or reimburse the owners thereof for all fences, shrubs, buildings, and other improvements damaged or removed by the construction operations not shown on the plans.

The Contractor shall preserve and protect from damage to all buildings, pole lines, pipe lines and all direction, warning, and mileage signs and any other structures which have been placed within the limits of the project site.

Full compensation for conforming to the requirements in this article shall be considered as included in the price bid for the various contract items of work involved, and no additional compensation will be allowed therefor.

ARTICLE 6.05 RESPONSIBILITY FOR DAMAGE: During the progress of the work, the CITY will not be answerable or accountable, in any manner, for any loss or damage that may happen to the work or any part thereof; or for injury to any person or persons, either workmen or the public, or for damage to adjoining property from any cause which might have been prevented by the Contractor or his workmen or any one employed by him, against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any causes whatsoever during the progress of the work, or at any time before its completion and final acceptance and shall indemnify and save harmless the CITY and/or its officers and/or its employees from all suits or actions of every name and description brought for or on account of any injuries or damages received or sustained by any person or persons by or from the Contractor, his servants or agents in the construction of the work or by or in consequence of any negligence in guarding the same in improper materials used in its construction or by or on account of any act or omission of the Contractor or his agents.

ARTICLE 6.06 COOPERATION BETWEEN CONTRACTORS: Where two or more contractors are employed on related or adjacent work, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible

to the other for all damage to work, person or property or for loss caused by failure to finish the work within the time specified for completion.

ARTICLE 6.07 CONTRACTOR'S RESPONSIBILITY FOR WORK: Except as provided above, until the formal acceptance of the work by the CITY COUNCIL, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance and shall bear the expense thereof except for such injuries or damages as occasioned by acts of the Federal Government and the public enemy. In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials and shall properly store them, if necessary, and shall provide suitable drainage of the project site and erect temporary structures where necessary.

ARTICLE 6.08 NO PERSONAL LIABILITY: Before the contract is executed on behalf of the CITY, a bidder to whom the contract has been awarded shall furnish to the CITY a policy or certificate of protective liability insurance in which the CITY shall be named as an additional insured with the bidder. The policy shall insure the CITY, his officers, and his employees; the bidder, his employees and his subcontractors and their employees, their heirs, agents and employees; while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the CITY. The policy shall provide for the following limits:

Minimum Scope of Insurance.

- A. Workers Compensation & Employers Liability Insurance
 - **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and each employee for disease.
 -
- B. Commercial General Liability Insurance
 - **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- C. Automobile Liability Insurance
 - **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, coverage for hired autos (Code 8) and non-owned autos (Code 9) with limit no less than \$1,000,000 each accident for bodily injury and property damage.

D. Contractors Pollution Liability Insurance

- **Contractors Pollution Legal Liability** covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, non-owned disposal site liability, defense costs, cleanup costs, and pollution conditions that arise from or in connection with the transportation (including loading and unloading) by or on behalf of the Contractor, of any waste or waste materials off or away from the project site. Coverage shall be provided for both sudden and accidental and gradual and continuous pollution events with limits no less than \$1,000,000 each loss and \$2,000,000 in the aggregate. The policy shall not exclude any hazardous materials for which there is exposure.

All insurance issued in compliance with this section shall be insured in the form and by the insurer or insurers satisfactory to and first approved by the CITY in writing. The Contractor shall not allow any subcontractor to commence work on his subcontract until the subcontractor has secured all required bonds and insurance.

ARTICLE 6.09 WORKER'S COMPENSATION INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance as required by applicable state or territorial law for all of his employees to be engaged in work at the site of the project under this Contract. In case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

The Contractor and/or subcontractor shall file a copy of their Certificate of Compensation Insurance with the CITY and no work shall begin until such certificate is filed with the CITY. In the event of cancellation, the insurance company shall give the CITY ten (10) days written notice.

ARTICLE 6.10 SUBCONTRACTING: Attention is directed to the provisions in Section 1-6.2, "Subcontractor Listing", of the Standard Specifications and these Special Provisions.

In accordance with the requirements of Sections 4100 to 4133 inclusive of the Public Contract Code, each bidder shall list in his Proposal the name and business address of each subcontractor to whom the bidder proposes to subcontract all or a portion of work and shall list each subcontractor licensed by the State of California proposed by the bidder to specially fabricate and install all or a portion of the work. Said list shall include a description of the portion of the work which will be done by each subcontractor.

A sheet for listing the subcontractors as required is included in the proposal. The successful responsible bidder shall submit a letter to the CITY requesting approval of all subcontractors. Included in the letter shall be a list of the names and addresses of each Contractor, items to be subcontracted by item number, brief description of the item, and contract bid value. If only a

portion of the item is to be subcontracted, that portion and dollar value of work, based on contract item bid value, shall be indicated.

No subcontractor shall be permitted to perform any work under the contract without having first been approved, in writing, by the CITY.

ARTICLE 6.11 TRESPASS: The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees in the course of their employment whether the said trespass was committed with or without the consent or knowledge of the Contractor.

ARTICLE 6.12 SAFETY, SANITARY AND MEDICAL REQUIREMENTS: The Contractor, his employees, his subcontractors and their employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the Industrial Safety Commission and by County or State Health Departments to the end that proper work shall be done and the safety and health of the employees and of the community may be conserved and safeguarded. In case any such regulations and orders are not observed by the Contractor, they may be enforced by the Engineer at the Contractor's expense.

ARTICLE 6.13 WATER AND POWER: All necessary water and power will be provided for the contractor's operations as part of the contract at no charge. The City will provide only the available water and power at 1440 W Whittier Blvd. Any additional requirements are the responsibility of the contractor.

ARTICLE 6.14 PROTECTION OF UNDERGROUND FACILITIES: Attention is directed to the possible existence of underground facilities not known to the CITY or in a location different from that which is indicated on the plans or in these Special Provisions. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service. If the Contractor discovers underground facilities not indicated on the Plans or in these Special Provisions, he shall immediately give the Engineer written notification of the existence of such facilities. Such facilities shall be protected from damage as directed by the Engineer.

ARTICLE 6.15 AIR POLLUTION CONTROL: Section 3-12.2, "Air Pollution Control", of the Standard Specifications is supplemented by the following:

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the contract including any air pollution control rules, regulations, ordinances and statutes specified in Section 11017 of the Government Code.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the County Air Pollution Control District. All containers of paint, thinner,

curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Full compensation for conforming to the requirements in this article shall be considered as included in the price bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 6.16 PROJECT APPEARANCE: The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply:

If stockpiling is necessary the material shall be removed or disposed of on the next working day, except that stockpiles shall not be left in the public right of way on weekends or holidays.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 6.17 FAIR EMPLOYMENT PRACTICE COMMISSION CERTIFICATION: The Contractor's attention is directed to the requirements in Section 12990 of the Government Code for nondiscrimination and compliance employment programs.

ARTICLE 6.18 SOUND CONTROL REQUIREMENTS: The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to the Contract.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

The noise level from the Contractor's operations between the hours of 7:00 a.m. and 4:00 p.m. shall not exceed 85 DBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise levels.

Said noise level requirement shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 6.19 LEGAL RELATIONS AND RESPONSIBILITY: The Contractor's attention is directed to the provisions of Section 5, "Legal Relations and Responsibilities", of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the execution of the work.

SECTION 7. PROSECUTION AND PROGRESS

ARTICLE 7.01 PROSECUTION AND PROGRESS: The Contractor's attention is directed to Section 6, "Prosecution and Progress of the Work", of the Standard Specifications.

ARTICLE 7.02 TIME LIMIT: The work specified herein and shown on the Plans and Specifications shall be completed within **eighteen (18) working days** from the start date specified in the Notice to Proceed. Attention is directed to Section 3-13 and 6-9 of the Standard Specifications for Public Works Construction Editions 2021 (The "Greenbook"), "Completion, Acceptance, and Warranty"; and "Liquidated Damages". The CITY shall withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

The construction of 1440 Whittier Boulevard shall be completed between April 27 and May 20, 2026, or they will incur liquidated damages for each calendar day starting Monday, May 18, 2026, as stated in the Invitation to Bid.

If the total amount of working days has expired and the work is not complete, liquidated damages are seven hundred fifty dollars (**\$750.00**) per calendar day.

SECTION 8. PAYMENTS

Within fifteen (15) workdays after the date of acceptance of the work the Engineer will cause to be filed on behalf of the CITY in the Office of the County Recorder a Notice of Completion of the work herein agreed to be done by the Contractor.

Upon expiration of sixty (60) days after the filing of such Notice of Completion of the work, the CITY will pay to the Contractor the amount remaining after deduction from the amount of value stated in the above-mentioned estimate all prior payments to the contract and all amounts to be kept and retained under the provisions of the Contract.

If the Contractor disagrees with the Engineer's final estimate and within said period of forty-five (45) days files a written statement of his claims, the Engineer will issue as a semi-final estimate the proposed estimate submitted to the Contractor and the CITY will within thirty (30) days pay the sum found due thereon after deducting from the amount of value stated in the first mentioned estimate all prior payments to the Contractor and all amounts to be kept and retained under the provisions of the contract. The Engineer will then consider and investigate the Contractor's claim and will make such revision in the said estimate as he may find to be due and will then certify in writing to the City Clerk the whole amount and value of the work done by the Contractor under and according to the terms of the contract. The CITY will pay the amount so found due after deducting all previous payments, amounts to be retained under the contract, and amounts which may be retained in accordance with the applicable specifications.

ARTICLE 8.01 PARTIAL PAYMENTS: At the request of the Contractor, partial payments will be made on a monthly basis. The Progress Pay requests shall be submitted on or before the 20th day of each month. The estimate may include only work completed up to and including this date.

Progress pay requests showing work not accomplished by the 20th day of the month shall be rejected.

ARTICLE 8.02 PAY RETENTION: From each progress estimate **five percent (5%)** will be deducted and retained in accordance with Section 7-3.2 of the Standard Specifications.

ARTICLE 8.03 FINAL ESTIMATE AND PAYMENT: Whenever in the opinion of the Engineer the Contractor shall have completely performed the contract on his part the Contractor shall submit to the Engineer a written statement to the final quantities of contract items for inclusion in the final estimate.

All prior estimates upon which partial payments have been made shall be subject to correction in the final estimate. The final estimate and payments made thereunder shall be final and conclusive upon the Contractor.

ARTICLE 8.04 TAXES: No mention shall be made of sales tax or use tax, as all bid prices submitted shall be considered as including such tax.

SECTION 9. WORK SCHEDULES

ARTICLE 9.01 WORK SCHEDULE: After notification of award of the contract and prior to start on any work, the Contractor shall submit a work schedule prepared using the latest version of Microsoft Project or approved equal to the Engineer for approval. The work schedule shall be submitted at least ten (10) days after date of notice of award or at the Pre-Construction Meeting, and shall be kept current through the progress of the work. The work shall be performed in order of their priorities and as directed by the Engineer.

If the Contractor desires to make a major change in the method of operations after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Engineer a revised construction schedule two (2) weeks in advance of beginning revised operations.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 10. CITY REQUIREMENTS

ARTICLE 10.01 FAIR EMPLOYMENT PRACTICES: In connection with the performance of work under this Contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, sex, color, religion, age, handicap status, or national

origin. The Contractor will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, age, handicap status, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by awarding authority setting forth the provisions of this fair Employment Practices section.

2. The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice advising the said labor union workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applications for employment.
3. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records the Fair Employment Practices Commission, the CITY or any other appropriate agency designated by the CITY for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Contract.
4. The finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the CITY as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids.

The CITY shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Government Code Section 12970 or obtained an injunction under the Government Code Section 12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, the CITY shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

5. The Contractor agrees, that should the CITY determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1755, the Contractor shall, as a penalty to the Agency, forfeit for each calendar day, or portions thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The Agency may deduct any such damages from any monies due to the Contractor from the Contract.

6.
 - a. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the CITY from pursuing any other remedies that may be available by law.
 - b. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit the hiring of an employee not permitted by the National Labor Relations Act.
7. Prior to award of the Contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance which shall be evaluated in each case by the CITY.
 - a. The Contractor shall provide evidence, as required by the CITY, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The Contractor shall provide evidence, as required by the CITY, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - c. Personally, or through his representatives, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
 - (1) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.
 - (2) Otherwise implement an affirmative anti-discrimination program in terms of the union's specific areas of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - d. The Contractor shall notify the CITY of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.
8. The Contractor will include the provisions of the foregoing paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each such subcontractor.
9. The Contractor, in executing the proposal, thereby certifies that he has or will meet the standards for affirmative compliance with the Fair Employment Practices requirements contained herein.
10. The Contractor shall comply with the procedures and conditions set forth in Section XII of the City of La Habra Affirmative Action Plan as adopted by Resolution 2404 of the City of La Habra January 21, 1975, a portion of which reads as follows:

“It shall be the policy of the City of La Habra to require all contractors and vendors doing business with the CITY in an amount in excess of \$50,000.00 and/or 200 employees to certify their compliance with Title VII of the civil Rights Act and the Equal Employment Opportunity Act of 1972. Said certification shall be stipulated by the CITY to safeguard against discrimination by contractors or vendors on the basis of race, color, creed, sex, age, or nationality concerning the practices of recruitment, promotion, demotion, transfer, layoff, or termination. A violation of this non-discrimination certification will be considered a material provision violation and shall be grounds for termination or suspension, in whole or in part, of the contract by the CITY”.

SECTION 11. CONSTRUCTION DETAILS

ARTICLE 11.01 GENERAL:

Subdivision 11.01.1 Description of Work: The work includes, but is not limited to, the complete removal and legal disposal of existing roofing and underlayment, associated materials, wood, sheet metal and features; any and all repairs and patching; the complete installation of a new roof system with accordance with manufacturer requirements, technical specifications, contract documents, and California Codes; and site restoration and repairs due to damages caused by the project. It is the contractors’ responsibility to provide a complete roofing system and features that remain watertight and conform to all applicable State, local, regional, and Federal codes, ordinances, and regulations as prescribed by the City.

The Contractor shall implement temporary storm water best management practices (BMP’s) and shall protect the public from drift, noise or any other identified or known nuisance created or resulting from the project. Contractor shall provide a temporary site screening fence around the project area to limit site access during construction.

Bid price shall include all labor, materials, tools, and equipment necessary to construct the project.

Subdivision 11.01.2 Order of Work: Order of work shall conform to the provisions of Section 6-1, “Construction Schedule and Commencement of the Work,” of the Standard Specifications for Public Works Construction (The “Greenbook”) and these Special Provisions.

The first order of work shall be for the Contractor to obtain a Building Permit from Building and Safety prior to any construction activities.

The second order of work shall be the ordering of all materials requiring long lead-times referring to the amount of time that elapses between placing an order for an item and its delivery to the project site and consistent with the requirements of Section 5 of these Special Provisions. The Contractor shall order all long lead-time supplies, materials, and equipment, within five (5) working days after the obtaining the Building Permit.

The Third order of work shall be to install the necessary improvements and restore any damaged improvements to their original condition or better.

Subdivision 11.01.3 Public Convenience and Access: The Contractor shall conduct his operations so as to cause minimum obstruction and inconvenience to the public.

Contractor shall provide temporary site screening fence for storage of materials. A temporary work zone shall be setup each day and an appropriate traffic detour around project area to limit site access during construction. Contractor shall keep all building entrances and exits free from clutter, debris, material, and other obstructions. Contractor shall protect building interior from elements of weather by covering exposed ceilings and roof (if removed) at the end of each working days. Interior of the building must be maintained dust free throughout construction.

At least ten (10) days prior to commencing work, the Contractor shall submit to the Engineer his construction schedule for approval in accordance with Section 9. This schedule shall allow businesses and residents on the affected streets to park within a reasonable distance from their business or home. The Contractor shall distribute to each resident or business affected by the construction a door Hanger at least 5 days prior to commencing construction. The notice shall include the date and working hours of construction. It shall be the Contractor's responsibility to complete the notification letter with the proper dates at the time of notification. If the Contractor fails to meet the schedule indicated in the notice, the Contractor shall reschedule his work and re-notify the residents.

Continuous emergency and local traffic access shall be maintained in the area of work and vehicular access to individual driveways shall be provided and maintained except for short durations of not more than two hours and with prior notice to the adjacent residents involved. No overnight closure of driveways will be allowed except while construction is in progress and concrete is curing. The Contractor shall provide alternate ramps for access while concrete is curing, where feasible.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct the Contractor's attention to the existence of such hazards. The Contractor shall provide all necessary warning and protective measures immediately, at his expense. Whether the Engineer points out the inadequacy of warning and protective measures or not, such action, or lack of action, on the part of the Engineer shall not relieve the Contractor from the responsibility for public safety or abrogate his obligation to furnish and pay for safety measures and devices. If attention is directed to the existence of a hazard, and the Contractor fails to provide an appropriate remedy, any expense incurred by the CITY for furnishing or maintaining safety measures and devices may be deducted from the pay estimates and the total contract price for the work.

The Contractor shall maintain access for residents at all times during the construction and at the end of each work day as specified above. The travel lanes shall be graded smooth and shall be maintained in a smooth condition throughout the period of construction including weekends, and at times as directed by the Engineer.

The Contractor shall be responsible for maintaining location of, and access to, all utilities and underground facilities during construction operations, including but not limited to valves and monitoring wells.

Subdivision 11.01.4 Public Notice: The Contractor shall notify businesses and residents affected by the construction a written notice at least 5 days prior to commencing construction and a follow-up with door hanger notice 48 hours prior to commencing. The notice and door hanger shall include but not be limited to:

1. Time and Date of Commencement.
2. Working Hours of Construction.
3. Date of Completion.
4. Name & Telephone Number of Person to be Contacted, at any hour, in the event of a condition requiring immediate correction.

A copy of the letter and door hanger shall be submitted to the City Engineer for approval prior to distribution.

The Contractor shall also notify La Habra Police Department, Los Angeles County Fire Department, Trash Hauler, Post Office, and about the construction. It shall be the Contractor's responsibility to complete the notification letter, with the proper dates, at the time of notification. If the Contractor fails to meet the schedule indicated in the Notice, the Contractor shall reschedule his work and re-notify all those listed above.

Subdivision 11.01.5 Hours of Work: All work shall be performed between 7:30 A.M. and 4:00 P.M., Mondays through Fridays except holidays. No work shall be performed outside normal working hours without advanced authorization from the Engineer. Inspection outside of regular working hours, the Contractor shall pay all costs for the inspector's time. Request for overtime inspection shall be made in writing to the Engineer.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.02 FURNISH AND APPLY WATER: Should the contractor require water for construction operations, the Contractor will be permitted to access the water from the building at no cost.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.03 DUST CONTROL: The Contractor shall at all times, including weekends, at his expense, control dust on the project. Should the Contractor fail to maintain adequate dust control, the CITY will maintain the site, and an amount equal to twice the actual cost shall be assessed to the Contractor.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.04 STORAGE OF MATERIALS: The Contractor shall at all times carefully and properly protect all materials of every description both before and after being used in the work and provide any enclosing or special protection from the weather as deemed necessary by the Engineer.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.05 SOLID WASTE COLLECTION: If collection of solid waste shall occur during construction, the Contractor shall assist the solid waste collection contractor in accessing containers for his collection of solid waste.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.06 APPURTENANT WORK: All items in the proposal form are considered as complete in place including all incidental and appurtenant work and materials necessary for the satisfactory completion of the same.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.07 STORAGE YARD: The Contractor shall at his expense provide a storage yard for his equipment, tools, and materials to be stored. Location of storage yard shall be approved by the Engineer. CITY streets are not to be used as a storage area/yard.

The contractor shall be required to secure and render safe the entire construction area at the end of each workday. No closed sidewalk, driveway, or open excavation will be allowed on the weekend.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.08 PUBLIC UTILITIES: It is the Contractor's responsibility to notify Underground Service Alert (USA) to locate facilities prior to beginning the work. In addition, the Contractor shall locate service laterals that may be affected by the work and take measures to protect all utilities and service laterals in the streets and parkways.

The Contractor shall determine for himself the exact location of all public and private utilities, facilities or substructures, which are not shown on the plans. In the event any utility, facility or substructure is disturbed or damaged, whether in its original or relocated position, the Contractor shall immediately cause repairs to be made to the satisfaction of the owner at no cost to the CITY.

The Contractor shall notify the utility companies at least forty-eight (48) hours prior to construction.

AT&T	YVETTE GAROFANO	(714) 618-9146
CALIFORNIA DOMESTIC WATER COMPANY	CHE VENEGAS	(562) 947-3811
CHEVRON USA	DAVE ZERLER	(310) 669-4014
CITY OF LA HABRA PARKS DEPT	DAVID VILLALBA	(562) 383-4170
CITY OF LA HABRA SEWER AND WATER DEPT	BRIAN JONES	(562) 383-4170
COMCAST CABLE COMPANY		(800) 501-5738
CRIMSON PIPELINE	APRIL HARVEY	(562) 285-4195
CR&R (WASTE HAULER)		(714) 372-8209
FRONTIER COMMUNICATIONS	ARIEL FATALA	(714) 375-6717
KINDER MORGAN	DON QUINN	(714) 560-4400
LA HABRA HEIGHTS WATER COMPANY		(562) 697-6769
METROPOLITAN WATER DISTRICT	ERIC STRATTEN	(951) 505-0456
MOBIL OIL	TERI SHINDE	(310) 212-1794
ORANGE COUNTY SANITATION DISTRICT	DANIEL LEE	(714) 593-7176
PLAINS ALL AMERICAN PIPELINE	JOE MATTEO	(562) 728-2368
SO CAL EDISON	JIMMY PARKIN	(714) 578-3434
SO CAL GAS	JASON MORTON	(213) 312-5735
SHELL PIPE COMPANY	BRIAN DAVISON	(310) 629-8848
SPECTRUM	PARKER YEE	(562) 677-0213
SUBURBAN WATER SYSTEMS	TOM MEDINA	(562) 755-5015
TORRANCE LOGISTICS COMPANY	TERI A. SHINDE	(310) 212-1794
UNOCAL	DAVE ZERLER	(213) 864-5663
WESCON C/O VINTAGE PRODUCTION	EMILIO RODRIGUEZ	(562) 665-9255
UNDERGROUND SERVICE ALERT		(800) 422-4133

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.09 RESTORATION OF IMPROVEMENTS: The Contractor shall restore the construction site per the Greenbook 2021 Edition (SSPWC) Section 7-9. All damage done to existing facilities and improvements by the Contractor shall be repaired by him to the satisfaction

of the Engineer. All paint marks shall be removed at the end of the project by using an approved blasting method.

Lawn areas disturbed by the construction area shall be graded smooth and level with the adjacent lawn. All dirt clumps greater than one inch in size shall be crumbled or removed and all stone or rock shall be removed. The disturbed area shall be replaced with sod of a variety similar to the adjacent lawn. Shrubs destroyed or removed shall be replaced in kind to the satisfaction of the adjacent property owner. Paved areas shall be restored in kind to the satisfaction of the adjacent property owner. All fences disturbed, damaged or removed shall be restored to the satisfaction of the Engineer. In areas of close quarters the Contractor shall excavate by hand. Facilities damaged by using power tools shall be replaced to the satisfaction of the adjacent property owner. Portland cement concrete sidewalks removed or damaged shall be saw-cut and removed to the nearest score mark and replaced in accordance with SSPWC Standard Plan. Any other improvements disturbed shall be restored to its original conditions and to the satisfaction of the adjacent property owner. Sprinklers and irrigation lines disturbed by the construction operations shall be restored to their original condition or better to the satisfaction of the adjacent property owner and/or Engineer.

Building and Accessory Structures: Building and accessory structures, shall be protected from falling debris, paint, and impact. Damaged or broken windows, doors, sidings, wood frames, metal framing, drywall, and etc. shall be removed and replaced in-kind and painted to match. Dipped paint shall be removed and the area shall be restored. Floors and wall shall be vacuum cleaned from construction dust and debris prior to covering. Wall scuffs and chipped paint shall be restored as original or painted to match.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.10 WASTE MANAGEMENT: The Contractor must adhere to the guidelines outlined in AB939 and the City of La Habra Construction and Demolition Ordinance. They must also prepare and submit a Construction/ Demolition Recycling Plan form for review and approval by the Engineer. See Appendix "C" for the necessary Construction/Demolition Recycling Plan forms.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid No. 1 for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.11 BID SCHEDULE: The quantities and sizes of materials shown in the bid schedule are for bid purposes only. The actual quantities used for construction and payment purposes shall be measured and determined by the CITY.

ARTICLE 11.12 PROTECT IN PLACE: The Contractor shall at his expense protect all items that are to remain in place as shown on the plans. This includes but is not limited to the existing asphalt parking lot, utilities, sidewalks, drive approaches, curb and gutters, signs, landscapes, fences, exterior/interior walls, electrical items, mechanical equipment, adjacent properties, etc.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

ARTICLE 11.13 RAIN: Protection of building interior and exterior from elements of weather throughout construction by covering exposed areas should a rain event be forecasted or should a rain event occur. If rain damages the building's interior or exterior, the contractor shall restore the damaged interior or exterior at no cost to the city.

Full compensation for conforming to the requirements in this article shall be considered as included in the prices bid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 12: BASE BID ITEMS FOR CHILDREN'S DEVELOPMENT ROOF REPLACEMENT AT 1440 WHITTIER BLVD:

ARTICLE 12.01: BID ITEM No. 1, MOBILIZATION, DEMOBILIZATION: Mobilization, and Demobilization, shall include all labor, work, and materials necessary to mobilize and demobilize forces, equipment, and materials; obtain bonding, insurance, permits, licenses; and other work as necessary to prepare for the construction of the work. This bid item shall include all labor, tools, materials, and appurtenances necessary to complete all the exterior/interior site improvements indicated on the plans and specifications.

The Contractor shall distribute a written notification to address residents and/or businesses affected by the construction. The notification shall include the dates and a brief description of the work. Reference to Article 11.01, Subdivision 11.01.4 Public Notice on Notifications.

As part of mobilization, the Notice to Proceed will be issued on April 27, 2026, at which time construction shall commence. The building must be completed between April 27 and May 20, 2026; otherwise, liquidated damages will be assessed for each calendar day starting from Thursday, May 21, 2026.

Mobilization Schedule:

- Bid Opening..... Wednesday March 18, 2026
- Agreement Due..... Wednesday March 25, 2026
- Project Award by City Council..... Monday April 6, 2026
- Bonds and Insurance Due..... Monday April 20, 2026
- Notice to Proceed..... Monday April 27, 2026
- Eighteen (18) Work Days..... Monday April 27 to May 20, 2026
- Received Warranties and Closeout Document.... Friday May 29, 2026

As part of mobilization, the Contractor shall photograph the exterior of the building, including the site, prior to commencement of work. The City will review and confirm that adequate pictures

have been taken. The pictures shall be submitted as an electronic file on a flash drive. Material must be protected from the elements of weather and dry at all times prior to installation.

As part of the mobilization process, the contractor shall obtain a permit from the City of La Habra Building and Safety Department for the amount of \$550. The associated fees must be included as part of this bid item and no additional compensation will be allow for collecting permits and pay \$550 in permit fees.

As part of mobilization, the contractor shall have all roofers strapped with safety harnesses throughout the duration of the roofing project and shall comply with roofing safety standards for workers and all OSHA safety/requirements related to this project. The Contractor's operations shall cause no unnecessary inconvenience.

The contractor shall protect the building interior from elements of weather throughout construction by covering exposed areas should a rain event be forecasted or should a rain event occur. The contractor shall submit a plan to the engineer that details the protection of the roof in case a rain event occurs. The contactor shall explain in detail their work and how the rain can affect the roof replacement and the engineer shall be able to allow, delay, or stop work based on weather. No additional mobilization compensation will be allowed if work is stopped or delayed. Additionally, the roofer shall ensure that the interior of the building is adequately covered with plastic to prevent debris accumulation. Furthermore, protection must be provided for the entire building, where there is no ceiling, and the roof deck serves as the ceiling.

Demobilization shall include but not be limited to the following principal items/events:

1. Removal of all construction equipment from the site.
2. Protection of building interior from elements of weather throughout construction by covering exposed areas should a rain event be forecasted or should a rain event occur.
3. Removal of all excess construction materials and debris from the site.
4. Final project site clean-up.
5. Restoring any damaged property and obtaining concurrence that the property owners/agencies are satisfied with the way their property was left at the completion of the project.
6. The contractor shall keep debris free from the construction site, surrounding roadway areas, and building free of debris all throughout construction
7. Submit acceptable "AS BUILT" red line drawings to the owner.
8. Submit thea Construction/ Demolition Recycling Plan form for review and approval by the Engineer. See Appendix "C" for the necessary Construction/Demolition Recycling Plan forms.
9. Attending final inspection walk-through with the Contractor, Project Manager, and Public Works Inspector.
10. Completion of all items on the final "Punch List".
11. Resolving any outstanding claims and agreeing with final pay quantities for project closeout.

Compensation for Mobilization and Demobilization shall not exceed Five Percent (5%) of the total bid amount.

Payment for BID ITEM No. 1, MOBILIZATION AND DEMOBILIZATION, shall be paid at the contract bid price per Lump Sum (LS), prorated, based on the percentage of work completed and no additional compensation will be allowed therefor.

ARTICLE 12.02: BID ITEM No. 2, STORM WATER BEST MANAGEMENT PRACTICES (BMP's): The Contractor shall comply with subsections 7-8 of the Standard Specifications for Public Works Construction. The Contractor shall not permit polluted water to enter a catch basin or drainage channel. Water pollution control work shall consist of constructing those facilities which may be shown on the Plans, specified elsewhere in these Special Provisions, required by the Standard Specifications, required by National Pollutant Discharge Elimination System (NPDES No. CAS000002) California General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ, or ordered by the Engineer. Said work is intended to provide prevention, control and abatement of water pollution to streams, waterways and other bodies of water.

In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the contract work in small or multiple units on an out-of-phase schedule and with modified construction procedures. The Contractor shall provide temporary pollution control measures including, but not limited to, dikes, basins, ditches and the application of straw and seed which become necessary as a result of his operations. The Contractor shall coordinate water pollution control work with all other work done on the contract.

Before starting any work on the project, the Contractor shall submit to the Engineer for acceptance a program for effective control of water pollution. Such program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effect of his operations upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such program has been accepted. The Contractor shall revise and bring up to date said water pollution control program at any time the Engineer makes written request for such revision.

The Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program in not more than five (5) days.

The Owner shall not be liable to the Contractor for failure to accept all or any portion of an originally submitted or revised water pollution control program, nor for any delays to the work due to the Contractor's failure to submit an acceptable water pollution control program.

Compliance with the requirements of this Section shall in no way relieve the Contractor from his responsibility to comply with the other provisions of the Contract, in particular, his responsibility for damage and for preservation of property.

All water pollution control work performed in accordance with the accepted program which is not otherwise required under the contract and which is ordered by the Engineer will be paid for as follows:

- (1) Such water pollution control work which may be accomplished under the various contract items of work will be measured and paid for as provided for in these Special Provisions for the said items of work.
- (2) Such water pollution control work not covered by contract items will be paid for as extra work as provided for in Section 3-3 "Extra Work" of the Standard Specifications.

Compensation for STORM WATER BEST MANAGEMENT PRACTICES (BMP's) shall not exceed **Five Percent (5%)** of the total bid amount.

Full compensation for conforming to the requirements in this article shall be considered as included in the lump sum price bid for STORM WATER BEST MANAGEMENT PRACTICES (BMP's) and shall include all labor, tools, material, and appurtenances necessary to complete the work and no additional compensation will be allowed.

ARTICLE 12.03: BID ITEM No. 3 - REMOVE AND REPLACE COMPLETE ROOF SYSTEM INCLUDING FLASHINGS IN ACCORDANCE WITH THE SPECIFICATIONS, TECHNICAL PROVISIONS, AND CONTRACT DOCUMENTS:

The Contractor shall remove all roofing material including but not limited to shingle roofing, modified bituminous membrane roofing, flashings and underlayment material down to plywood deck; properly haul and dispose of all removed materials from the roof including hauling all debris away; and obtain the necessary material, labor, tools, and equipment necessary to construct a new asphalt shingle roof per Manufacture Recommendations, Specifications, and Technical Provisions. The Contractor is to install one (1) Vented Nail Base Polyisocyanurate Insulation Panel Applications and 7/16" OSB over the entire deck in accordance with the GAF and manufacturer's specifications. The contractor is to install one (1) layer of Feltbuster Synthetic Roofing Felt underlayment or equivalent over the entire deck in accordance with the manufacturer's specifications. Additionally, the contractor shall install 4" Wide Minimum Everguard Coated Metal Drip Edge with Hemmed Edge or equivalent on along the eaves of the entire roof and install new high-profile GAF Timbertex® Premium Ridge Cap Shingles or equivalent on all hips and ridges, ensuring it matches the shingles.

Asphalt shingles shall be GAF Timberline HDZ, matching the existing shingle color and subject to approval by the engineer. The contractor is required to submit a shingle sample to the engineering department. The contractor shall implement measures to safeguard the interior of the building from weather conditions at the end of each workday and protect all improvements from falling debris. The contractor shall also replace all roof jacks, and wind turbines. Proper disposal and hauling of materials must be included in this bid item. Additionally, as part of this

bid, the contractor shall provide a 5-Year No Dollar Limit (NDL) contractor's warranty to the City of La Habra. The contractor shall be accountable for any leaks associated with the roof system for a period of five years from the date of completion. The City will not bear any costs incurred for repairs that may be necessary due to these leaks, and the contractor shall be liable for any damages resulting from roof leaks. The contractor is required to respond to and visit the site within five business days of receiving written notification of a leak. Additionally, the contractor must be a GAF certified installer and is expected to obtain and provide the City of La Habra with a 25-year warranty from GAF.

The contractor shall replace and install new galvanized step, pipe boot and vent flashing across the entire roof. The contractor will also seal, paint, and screen all pipes, steps, and vents across the entire roof. All pipe vents must be at least 12" above the roof deck, and the contractor will install a coupling to extend the vent pipe accordingly. The paint color must match the shingle color and receive approval from the engineering department.

The contractor shall replace and install a new galvanized steel chimney saddle as part of this bid. The contractor will also seal and paint the galvanized steel chimney saddle, ensuring that the paint color matches the shingle color and receive approval from the engineering department.

All technical provisions outlined in Appendix A shall be included as part of this bid item, and the necessary materials, labor, tools, and equipment are also to be incorporated as part of this bid.

Payment for BID ITEM No. 3, REMOVE AND REPLACE COMPLETE ROOF SYSTEM INCLUDING FLASHINGS IN ACCORDANCE WITH THE SPECIFICATIONS, TECHNICAL PROVISIONS AND CONTRACT DOCUMENTS, shall be paid at the contract bid price per Lump Sum (LS), prorated, based on the percentage of work completed and no additional compensation will be allowed therefor.

ARTICLE 12.04: BID ITEM No. 4, REMOVE EXISTING GUTTER SYSTEM AND REPLACE WITH NEW GUTTER SYSTEM, INCLUDING DOWNSPOUTS: All existing gutters shall be removed and disposed of properly. Edge metal shall be completed per specification prior to installation of the new gutter system. This bid item shall include all labor, tools, materials, and appurtenances necessary to complete all removal of the existing gutter system and replacement with a new gutter system, including downspouts.

The contractor shall replace and install a new k-style seamless rain gutter along the eaves of the roof. The new gutters must match or exceed the style and size of the existing gutters and comply with current plumbing code size requirements for adequate drainage. They should be seamless and constructed from fluorocarbon-baked aluminum. The gutters must be securely installed to the satisfaction of the engineer and building inspector. The Contractor is also required to submit a catalog of all available colors for the k-style seamless rain gutters, and engineering department will review and approve the color selection before work commences.

The contractor shall replace and install new downspouts around the building. All new downspouts must conform to the size of the existing downspouts, at a minimum, and should be securely installed to the satisfaction of the engineer. The color of the downspouts should match that of the

rain gutters, and they must be secured using appropriate brackets. The contractor is responsible for replacing and installing all existing splash blocks at the base of downspouts, regardless of whether they were previously present. Downspouts are to be replaced from the roof height to the existing floor and should connect to an existing drainage system where applicable. Connections to existing drains must adhere to current plumbing codes and be subject to inspection by the building authority. Any holes drilled from the existing downspouts must be properly sealed to prevent water intrusion and paint to match color of building.

The contractor is responsible for implementing measures to safeguard the building and all landscaping enhancements from falling debris. The proper disposal and transportation of materials are included in this bid item.

Payment for BID ITEM No. 4, REMOVE EXISTING GUTTER SYSTEM AND REPLACE WITH NEW GUTTER SYSTEM, INCLUDING DOWNSPOUTS, shall be paid at the contract bid price per Linear Feet (LF), prorated, based on the percentage of work completed, and no additional compensation will be allowed therefor.

ARTICLE 12.05: BID ITEM No. 5, REMOVE AND REPLACE PLANK ROOF DECKING BOARDS AS NECESSARY: This bid item will be executed on an as-needed basis, following the removal of the roof system. The bid shall include all required materials, labor, tools, and equipment necessary for the removal and replacement of damaged or rotted plank roof decking boards. The Contractor and Inspector will identify and mutually agree on the defective plank decking that needs replacement. The newly installed plank board decking must match or exceed the existing boards in terms of structural integrity and, where applicable, the tongue and groove system. Additionally, the underside of the replaced plank boards shall be stained and painted with two coats of paint to align with the existing stain of the ceiling plank boards. The tongue and groove planks will differ in width, and obtaining the appropriately sized planks is included in this bid item. The contractor shall install and replace the tongue and groove planks with Douglas fir tongue and groove planks.

The Contractor shall take precautions to protect the interior of the building from the elements of weather and protect all improvements from falling debris. Proper disposal and hauling of material are included in this bid item.

No additional working days will be provided to complete this bid item unless the amount required exceeds the quantity specified in the bid schedule.

Payment for BID ITEM No. 5, REMOVE AND REPLACE PLANK ROOF DECKING BOARDS AS NECESSARY, shall be paid at the contract bid price per Square Foot (SF) prorated, and shall include all labor, materials, tools, and appurtenances necessary to complete the work, and no additional compensation will be allowed therefor.

ARTICLE 12.06: BID ITEM No. 6, REMOVE AND REPLACE FASCIA BOARDS: This bid item will be executed on an as-needed basis, following the removal of the roof system and prior to drip edge metal installation and shall include the necessary material,

labor, tools, and equipment to remove and replace fascia boards. The Contractor and Inspector will identify and mutually agree on the defective fascia boards that needs replacement. The new fascia board must match the size and dimensions of the existing fascia board and will receive one coat of primer and two finish coats of paint to match the color of the existing fascia board. The Engineer will review and approve the color selection before the painting of the fascia board commences.

The Contractor shall take precautions to protect the interior of the building from the elements of weather and protect all improvements from falling debris. Proper disposal and hauling of material are included in this bid item.

No additional working days will be provided to complete this bid item unless the amount required exceeds the quantity specified in the bid schedule.

Payment for BID ITEM No. 6, REMOVE AND REPLACE FASCIA BOARDS AS NECESSARY, shall be paid at the contract bid price per Linear Feet (LF), prorated, and shall include all labor, materials, tools, and appurtenances necessary to complete the work, and no additional compensation will be allowed therefor.

ARTICLE 12.07: BID ITEM No. 7, REMOVE AND DISPOSE OF ALL ASBESTOS CONTAMINATED MATERIALS: Reference APPENDIX “B”, for the Lead and Asbestos Report. Prior to the commencement of the asbestos abatement work, the contractor shall notify SCAQMD in accordance with Rule 1403 and any other local, state, and federal agency that is required to be notified. The notification shall be submitted to SCAQMD no later than 10 days before the commencement of work. A copy of all the notifications shall be provided to the city. The contractor shall also submit a work plan to the city detailing the activities that will be required to complete the abatement works prior to the commencement of the asbestos abatement works.

An asbestos abatement contractor shall remove all asbestos, transport it, and dispose of it properly in accordance with local, state, and federal regulations. The contractor shall submit a transport manifest, disposal receipts, and weight certificates for asbestos waste removed from the work area to the city. Following the completion of asbestos abatement work and clean-up. The city will coordinate with JML Environment to verify that the asbestos has been removed in accordance with regulations. If the removal is found to be inadequate, the contractor will be responsible for the costs associated with additional inspections.

Before the removal of the roof system, the contractor is required to remove the asbestos from the penetration mastic at the vents and flashing. The contractor shall submit a ticket for the proper disposal of the penetration mastic to the engineering department upon project completion.

Payment for BID ITEM No. 07, REMOVE AND DISPOSE OF ALL ASBESTOS CONTAMINATED MATERIALS: shall be paid at the contract bid price per Lump Sum (LS), prorated, based on the percentage of work completed, and no additional compensation will be allowed therefore.

SECTION D

PROPOSAL

PROPOSAL

City of La Habra
Civic Center
110 E. La Habra Blvd.
La Habra, California 90631

Dear Contractors:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the project specifically set forth in documents entitled:

**CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26**

together with appurtenances thereto, all as set forth on the drawing and in the specifications and other Contract Documents; and, he further proposes and agrees that if this Proposal is accepted he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications and other Contract Documents and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the prices set forth in the Bid Schedule forming a part hereof.

A *(Cashier's Check) *(Certified Check) *(Bid Bond) properly made payable to City of La Habra hereinafter designated as the Owner for the sum of _____ dollars (\$_____),

which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds if awarded the Contract; and, in case of failure to do so within the time provided the proceeds of said check shall be forfeited to the *Owner/Sureties Liability to the Owner for forfeiture of the face amount of the Bond shall be considered as established.

(*) Delete inapplicable word or phrase.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract;
2. The undersigned has, by investigation of the site of the work and otherwise, satisfied himself as to the nature and location of the work and has fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof;
3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this proposal and he further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this proposal;
4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage, within ten (10) days (not

including Saturdays, Sundays and holidays) after notice to him of acceptance of his bid by the Owner; and further, that this bid may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw his bid within said period, the Contractor shall be liable under the provisions of the Bid Security or the Contract, and his surety shall be liable under the Bid Bond, as the case may be;

5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder;
6. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

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

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

Date: _____, 2026

Bidder _____

By _____

Title _____

Bidder's Post Office Address:

Corporation organized under
the laws of the State of _____

Names and addresses of all owners
of the firm or names and titles of
all officers of the corporation:

(corporate seal)

BIDDER'S INFORMATION

Contractor's License No. _____ Expiration Date _____

Classification of Contractor's License No. _____

Contractor _____
(name of firm)

By _____
(signature) (title)

Business Address: _____

Phone (____) _____

Email: _____

I/We certify that the information provided above is complete and true to the best of my/our knowledge.

Contractor Date

Contractor's DIR Public Works Registration No. _____

EXHIBIT A
BID SCHEDULE

CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD
CITY PROJECT NO. 1-B-26

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION AND DEMOBILIZATION (Not to Exceed Five Percent (5%) of the total bid amount)	1	LS		
2	STORM WATER BEST MANAGEMENT PRACTICES (BMP's) (Not to Exceed Five Percent (5%) of the total bid amount)	1	LS		
3	REMOVE AND REPLACE COMPLETE ROOF SYSTEM INCLUDING FLASHINGS IN ACCORDANCE WITH THE SPECIFICATIONS, TECHNICAL PROVISIONS AND CONTRACT DOCUMENTS:	1	LS		
4	REMOVE EXISTING GUTTER SYSTEM AND REPLACE WITH NEW GUTTER SYSTEM, INCLUDING DOWNSPOUTS	440	LF		
5	REMOVE AND REPLACE PLANK ROOF DECKING BOARDS AS NECESSARY	1300	SF		
6	REMOVE AND REPLACE FASCIA BOARDS AS NECESSARY	110	LF		
7	REMOVE AND DISPOSE OF ALL ASBESTOS-CONTAMINATED MATERIALS	1	LS		

TOTAL BID PRICE - 1440 WHITTIER BLVD:

TOTAL BID PRICE IN FIGURES: \$ _____

TOTAL BID PRICE IN WORDS: _____

Note:

All bid items may be increased or reduced at the discretion of the City. The provisions of Sections 7-3.5.2 and 7-3.5.3 of the Greenbook governing increases or decreases in quantity of more than 25% shall not apply.

The TOTAL BID PRICE shall be used as the basis of bid in determining the low bid for this project.

CONTRACTOR

BY

TITLE

DATE

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by placing an “X” by each addendum received.

- Addendum No. 1 _____
- Addendum No. 2 _____
- Addendum No. 3 _____
- Addendum No. 4 _____
- Addendum No. 5 _____
- Addendum No. 6 _____
- Addendum No. 7 _____
- Addendum No. 8 _____

If an addendum or addenda have been issued by the CITY and is not noted above and submitted as being received by the Bidder, the Bid Proposal may be rejected.

REFERENCES

[Work similar in scope magnitude and degree of difficulty completed by Contractor within the past three (3) years.]

1. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
4. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No. _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

If Contractor has not performed work for the City of La Habra within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration: _____

b. Has License ever been suspended or revoked? _____

If yes, described when and why: _____

c. Any current claims against License or Bond? _____

If yes, describe claims: _____

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
_____	_____	_____
_____	_____	_____
_____	_____	_____

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ___ NO: ___	
Type of work/services/materials provided by firm? _____	

<hr/> <hr/> What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State, or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: _____ Federal/State: _____

If "yes", identify and describe, (including agency and status):

Have the penalties been paid? Yes/No: _____

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: _____ Code/Laws: _____ Section/Article: _____

If "yes", identify and describe, (including agency and status):

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state, or local project because of a violation of law or a safety regulation?

Yes/No: _____

If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity?

Yes/No: _____

LIST OF SUBCONTRACTORS

**CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26**

The bidder shall list below the name and the location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

<u>Work to be Performed</u>	<u>License Number</u>	<u>Subcontractor and Address of Office, Mill or Shops</u>	<u>Percent of Total Contract</u>	<u>DBE YES / NO</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Note: Do not list alternative subcontractors for the same work.

Contractor _____

BID SECURITY FORM

(Check to Accompany Bid)

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

Accompanying this proposal is a *(Certified) *(Cashiers) check payable to the order of the City of La Habra, California, hereinafter referred to as "Owner", for

**CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26**

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

Bidder

*Delete the inapplicable word.

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ as principal and _____ as surety, are held and firmly bound unto the City of La Habra, California hereinafter referred to as "Owner", in the sum of _____ Dollars (\$ _____) to be paid to the said Owner, its successors and assigns for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain proposal of the above bounden for the construction of Street Improvements as specifically set forth in documents entitled:

**CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26**

all in accordance with the specifications and drawings on file at the offices of the City Clerk of the City of La Habra, California and is not withdrawn within the period of sixty (60) days after the date set for the opening of bids unless otherwise required by law and notwithstanding the award of the Contract to another bidder and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bounden his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Saturdays, Sundays and Holidays) after the date of notification by and from the said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set hands and seal this _____

day of _____, 2026.

BIDDER

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

NON-COLLUSION AFFIDAVIT
FOR

CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26

(TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT)

STATE OF CALIFORNIA)
) SS.
)

_____, being first duly sworn,
deposes and says that he is _____
(sole owner, partner, president, secretary, etc.)

of _____

The party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham: that said 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, nor that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit cost element of such bid price nor of that of any other bidder nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member of agent thereof nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 2026

SEAL OF NOTARY PUBLIC

WORKER'S COMPENSATION CERTIFICATE

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the California 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 said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor _____

By _____

Title _____

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** ____, **has not** ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SECTION E
SAMPLE AGREEMENT

**CITY OF LA HABRA
PUBLIC WORKS AGREEMENT FOR _____**

THIS AGREEMENT (herein "Agreement") is made and entered into this ___ day of _____, 20__ by and between the CITY OF LA HABRA, a municipal corporation, (herein "City") and _____ (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires the construction of _____ as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean _____ a (California corporation, partnership, individual) located at _____.
- (b) City. City shall mean the City of La Habra, a Municipal Corporation, located at 110 East La Habra Boulevard, La Habra, California 90631.
- (c) City Council. City Council shall mean the City Council of the City of La Habra.
- (d) Contract Officer. Contract Officer shall mean the person designated by the City Manager or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Manager or

his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 **Documents Included in Contract.** This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E".

2.4 **Licenses, Permits, Fees, and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 **Familiarity with Work.** By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 **Standard of Performance.** Contractor, its subcontractors, and their employees, in the performance of Contractor's work under this Agreement, shall be

responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the

Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of _____ Dollars (\$_____) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than _____, 20__, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the

performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability, and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its subcontractors, agents, or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, subcontractors, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents, or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

The City of La Habra, its officers, officials, employees, agents, and volunteers shall be named as additional insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D" and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall protect, defend, indemnify, and hold free and harmless the City of La Habra, its officers, officials, employees, agents, and volunteers, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising or alleged to arise out of or in any way connected with the performance of the work, operations, or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Contractor, its employees, and/or subcontractors.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and

Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.

- (c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Agreement. City approval of the insurance required by this Agreement does not in any way relieve Contractor from liability under this section.

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

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

6.5 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.6 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, and only if they are of a Financial Size Category Class VII or larger, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Project Manager and Risk Manager determine that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Project Manager provided that the Contractor shall have the right to appeal a determination of increased coverage by the Project Manager to the City Council of City within ten (10) days of receipt of notice from the Project Manager.

6.7 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives,

and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain

declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City _____ Dollars (\$_____.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of La Habra
110 East La Habra Boulevard
La Habra, California 90631
Attn.:

To Contractor:

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement,

Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

8.13 **Covenant Against Discrimination.** Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 **Hiring of Undocumented Workers Prohibited.** Contractor shall not hire or employ any person to perform work within the City of La Habra or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

- (a) **Unauthorized Aliens.** Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims,

demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

8.17 Unfair Business Practices Claims. 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 renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

8.20 Cooperation. In the event any claim or action is brought against City relating to

Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances, and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums, or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates, and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and

conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF LA HABRA,
A municipal corporation

Jim Sadro, City Manager

Date: _____

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Rhonda J. Barone, City Clerk

Date: _____

APPROVED AS TO FORM:

Keith F. Collins, City Attorney

Date: _____

SAMPLE

(Use of City Bond Form is Required)

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of La Habra (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of La Habra, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Keith F. Collins
City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

_____ hereinafter referred to as

“Contractor”, as principal, and _____

_____ as surety, are held and firmly

bound unto City of La Habra in the sum of _____

_____ Lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that WHEREAS, said Contract has been awarded and is about to enter into the annexed contract with City of La Habra for construction of _____ as specifically set forth in the documents entitled:

**CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26**

and is required under the terms of the Contract to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 2026.

Contractor

BY: _____

(Seal)

Title

APPROVED:

Surety

BY: _____

(Seal)

Mailing Address of Surety:

Telephone Number of Surety

SAMPLE

(Use of City form is required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

SAMPLE

(Use of City form is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of La Habra) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of La Habra made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF LA HABRA FINANCE DEPARTMENT
110 E. La Habra Blvd
La Habra, CA 90631

Exempt: Yes___ No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF LA HABRA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE

**TO THE CITY OF LA HABRA
CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26**

As a material inducement to the City to award the contract for Project No. _____ to _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for two years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of La Habra a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of La Habra or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of La Habra, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of La Habra any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of La Habra either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

CERTIFICATION OF COMPLIANCE

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For

**CHILDREN'S DEVELOPMENT ROOF REPLACEMENT
1440 WHITTIER BLVD CITY PROJECT NO. 1-B-26**

_____ Certifies that:
(Contractor)

It has adopted and approved affirmative action plan in compliance with Title VII of the Civil Rights Act and the Equal Employment Opportunity Act of 1972 and agrees to submit a copy of that plan to the Assistant to the City Manager/Personnel of the City of La Habra for inspection prior to the award of contract.

Signed: _____

By: _____

Title: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
INSURANCE REQUIREMENTS

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement, or endorse the policies to do so.

Without limiting the indemnity provisions of this Agreement, Contractor shall procure and maintain in full force and effect during the term of this Agreement, the following policies of insurance.

1. **Minimum Scope and limit of Insurance**

- A. **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Products-Completed Operations: Contractor shall procure and submit to City evidence of insurance for a period of at least five (5) years from the time that all work under this Agreement is completed.

- B. **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, coverage for hired autos (Code 8) and non-owned autos (Code 9) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and each employee for disease.
- D. **Contractors Pollution Legal Liability** covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, non-owned disposal site liability, defense costs, cleanup costs, and pollution conditions that arise from or in connection with the transportation (including loading and unloading) by or on behalf of the Contractor, of any waste or waste materials off or away from the project site. Coverage shall be provided for both sudden and accidental and gradual and continuous pollution events with limits no less than \$1,000,000 each loss and \$2,000,000 in the aggregate. The policy shall not exclude any hazardous materials for which there is exposure.

E. Surety Bonds: Contractor shall provide the following Surety Bonds:

- (a) Bid Bond
- (b) Performance Bond
- (c) Payment Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

2. Endorsements

Insurance policies shall not be compliant if they include any limiting provision or endorsement contrary to this Agreement, including but not limited to restricting coverage to the sole liability of Contractor, excluding contractual liability or excluding third party over actions. The following endorsements shall be provided to the City.

A. Commercial General Liability, Auto Liability and Contractors Pollution Legal Liability Policies:

1. **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW ADDITIONAL INSUREDS FOR YOUR CITY) are to be covered as additional insureds for the liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Commercial General Liability additional insured endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or both CG 20 10 or CG 20 26, and CG 20 37.

2. **Primary and Non-Contributory:** This insurance is primary to and will not seek contribution from any other insurance whether primary, excess, umbrella, or contingent insurance, including deductible, or self-insurance available to the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) as additional insureds.

The Commercial General liability primary endorsements shall be at least as broad as ISO CG 20 01 04 13.

3. **Waiver of Subrogation:** Any right of subrogation against the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) shall be waived.

B. Workers' Compensation:

1. **Waiver of Subrogation:** Any right of subrogation against the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) shall be waived.

3. **Insurance Obligations of Contractor**

The City requires and shall be entitled to the Contractor's broader coverage and/or the higher limits if Contractor maintains broader coverage and/or higher limits than the minimums shown above. Any available insurance proceeds excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

4. **Notice Of Cancellation**

Required insurance policies shall not be cancelled or coverage reduced until thirty (30) days written notice of cancellation has been served upon the City, except ten (10) days shall be allowed for non-payment of premium.

5. **Waiver Of Subrogation**

Required insurance policies shall not prohibit Contractor from waiving the right of subrogation prior to a loss. The Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

6. **Evidence Of Insurance**

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

7. **Self-Insured Retention**

Self-insured retentions (SIR's) must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the SIR. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City. Self-insured retentions shall be the sole responsibility of Contractor, or subcontractor who procured such insurance. The City may deduct from any amounts otherwise due Contractor to fund the SIR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR.

8. **Contractual Liability**

The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.

9. **Failure To Maintain Coverage**

The Contractor agrees to suspend and cease all operations hereunder during such time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until the Contractor has fully complied with the insurance provisions of this Agreement. If the Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

10. **Acceptability Of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

11. **Claims Made Policies**

If coverage is written on a claims-made basis, the retroactive date of such insurance and all subsequent insurance shall coincide or precede the effective date of Contractor's initial Agreement with the City and continuous coverage shall be maintained, or an extended reporting period shall be exercised for a period of at least ten (10) years from termination or expiration of this Agreement.

12. **Excess Umbrella Liability Policies**

If any excess or umbrella liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all the insurance requirements stated in this Agreement, including, but not limited to the additional insured, primary & non-contributory and waiver of subrogation insurance requirements stated herein. No insurance policies or self-insurance maintained by the City, whether primary, reinsurance or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess/umbrella liability policies are exhausted.

13. **Insurance For Subcontractors**

Contractor shall be responsible for causing subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an additional insured, providing primary and non-contributory coverage and waiver of subrogation to the subcontractor's policies. Commercial general liability additional insured endorsements shall be as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 38 and CG 20 40.

INDEMNIFICATION PROVISION:

The indemnification section should be separate from the insurance section, and the following should be added to the indemnification provision of this Agreement:

“These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Agreement. City approval of the insurance required by this Agreement does not in any way relieve Contractor from liability under this section.”

INDEMNIFICATION LANGUAGE SHOULD BE REVIEWED AND APPROVED BY LEGAL COUNSEL.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT D
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

APPENDIX “A”
Technical Provision, Site Exhibit, Photo

SECTION 07 31 10

COMPOSITION ASPHALT SHINGLE ROOFING

PART 1 - GENERAL

1.1 REFERENCE

- A. Requirements in Addenda, Alternates, Conditions, and Division 1 collectively apply to this work.

1.2 SUMMARY

- A. Section includes the removal and replacement of the existing roofing with a Dimensional Shingle roofing system.

Scope of Work

1. Remove existing roof down to the wood deck. Bid will be inclusive of identifying any asbestos/lead in the roofing material and the abatement of asbestos/lead-containing roof material as part of the roofing demolition.
2. Contractor bid shall be inclusive of replacing like and kind cricket on low slope section of the Dimensional Shingle Roof.
3. Inspect decking and replace all damaged wood decking. Replacement of plank roof decking to be approved by the manufacturer's rep, and owner.
4. Install FeltBuster Synthetic Roofing felt underlayment or equal per ASCE 7-16. Ensure all back nailing at laps are sealed in mastic.
5. Install all new 24-gauge gutters and downspout with 30-year fluorocarbon baked aluminum. Gutters and downspouts to be properly sized based on area to be drained and current plumbing code.
6. Install all vents on curbs, install lead jacks on all penetrations, install roof wind turbines. Install ANSI/SPRI ES1 edge metal.
7. Installer required to submit ASCE 7-16 and ANSI/SPRI ES1 engineering wind load calculations.
8. The roofing material manufactures representative must supply daily progress reports to owner.
9. Roofing contractor responsible for installation of all roof products. Contractor to supply 5-year NDL "No Dollar Limit" leak warranty to the manufacturer and owner "City of La Habra". Manufacturer to supply one 25-year NDL warranty for roofing system. The City shall have final determination on an acceptable warranty for this roofing project and may adjust warranty requirements.

10. Contractor shall install roof in a safe manner that satisfies all OSHA safety requirements and the City of La Habra safety requirements. The contractor shall supply all safety equipment needed to install the roof and satisfaction of this requirement is considered part of the Bid Item 3, and no additional compensation will be allowed to satisfy safety requirements.

B. Description of System:

1. General Description:

- a. Dimensional Shingle roofing system.

2. General Requirements

- a. Roofer must be an Installer approved by the Roofing Materials Manufacturer who can meet the requirements for providing manufacturer's roof warranty specified herein. Installer must be an *Authorized* Contractor as defined and certified by shingle and underlayment manufacturer.
- b. Deviations: If these Specifications deviate from roofing manufacturer's current specifications, these Specifications shall prevail, except where they conflict with manufacturer's requirements for the specified guarantee/warranty; in such case, manufacturer's specifications shall prevail. Modifications to detailed and specified installation shall be made at no added cost to Project. Contractor shall make no deviations from the specifications of the Roofing Manufacturer.
- c. Contractor Acceptance: Prior to Project start, ascertain that all aspects of these Spec's. and any modifications are workable, and do not conflict with manufacturer's requirements for the specified guarantee. Starting work constitutes agreement that these Spec's., Drawings, Addenda, and Modifications are satisfactory to both Contractor and manufacturer in their entirety.
- d. Supplied Materials: Supply all materials for roofing system, including accessory products. Roofing Applicator, by making his bid, represents that his bid is based on using the materials listed in Part 2 - Products.
- e. Work includes, but is not limited to, the following. Attend necessary job meetings; furnish competent full-time supervision, experienced roof mechanics, all materials, tools, and equipment necessary to complete, in an acceptable manner, the new roof installation per this Spec. Comply with the latest written application instructions by roofing manufacturer and building code. In addition, comply with application practice requirements and recommendations in the Handbook of Accepted Roofing Knowledge (HARK), latest edition, as published by the National Roofing Contractors' Association.
- f. Aesthetic Considerations: An aesthetically pleasing overall appearance of the finished roof application is a standard requirement for this Project. Contractor shall make necessary preparations, use recommended application techniques, and apply specified

materials (i.e. metallic powder, etc.), and use care to ensure that the finished application is acceptable to the owner.

1.3 SUBSTITUTIONS

- Please refer to the Special Provisions, Article 5.04 Substitution of Equivalent.

1.4 QUALITY ASSURANCE

A. Requirements of Regulatory Agencies; Codes:

1. Conform to Title 24, CBC, IBC, and local regulations.
2. Roof system shall achieve UL Class A. Manufactured materials shall have appropriate UL label or other testing authority for ASTM E108.
3. All work shall be performed in a manner consistent with current OSHA guidelines.

B. References:

1. ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
2. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
3. ASTM D 3462 – Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
4. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
5. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
6. UL 997 - Wind Resistance of Prepared Roof Covering Materials.
7. Asphalt Roofing Manufacturers Association (ARMA)
8. National Roofing Contractors Association (NRCA)

C. PREINSTALLATION MEETING

1. General: A pre-installation meeting is required for this project.
2. Timing: The meeting shall take place prior to the start of the roofing installation.
3. Attendees: mandatory attendees shall include the certified contractor and the manufacturer's representative, building inspector, and construction manager.

4. Topics: Certified contractor and manufacturer's representative shall review all pertinent requirements for the project, including but not limited to, scheduling, weather considerations, project duration, and requirements for the specified warranty.

1.5 SUBMITTALS

- A. Samples; one sample of matching dimensional shingle.
- B. Product Data: Manufacturer's standard printed data describing shingle system, written evidence of ICBO approval; and manufacturer installation detail.

1.6 PRODUCT DELIVERY, STORAGE, & HANDLING

- A. Delivery:
 1. Shingles: Bundled by manufacturer.
- B. Store to keep all products clean and free from damage due to water, weather, or other deteriorating elements. Do not store on ground. Store roofing rolls on end.
- C. Handling:
 1. Do not stack materials on roof in quantities exceeding safe load-bearing limits.
 2. Do not drop bundles on edges, nor attempt to separate shingles by "breaking" them over ridge or other bundles.
 3. Handle carefully so shingles are not broken in cold weather, nor their edges damaged in hot weather conditions.
 4. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.
 5. Store bundles on a flat surface. Maximum stacking height shall not exceed GAFMC's recommendations.
 6. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

1.7 JOB CONDITIONS

- A. Environmental Requirements:
 1. Apply materials in dry weather to dry deck.
 2. Do not apply materials when ambient temperature is below 40o F.
 3. Do not apply shingles when wind is blowing in excess of 15 MPH.
- B. Protection:
 1. Protect other work from damage due to the work operations and materials application.

2. Heavy concentrations of roofing materials on the deck are prohibited. All surfaces shall be protected to ensure that no damage occurs to buildings or grounds.
 3. After installation, protect shingle roofing surface from injury by elements, traffic, construction operations, and other causes.
- C. Sequencing, Scheduling: Coordinate with trades furnishing flashing items. Verify that all penetrations through roof have been made.

1.8 GUARANTEE

- A. See scope of work.
- B. Contractor maintains this work and flashings in watertight condition for a 5-year period

PART 2 - PRODUCTS

2.1 MATERIALS; COMPOSITION SHINGLES

A. SHINGLES

1. GAF Materials Corporation, 11800 Industry Avenue, Fontana, CA 92337; (909) 360-4200 as a standard of quality or approved equal.
2. Heavyweight, granule surfaced, self-sealing asphalt shingle with a strong fiberglass reinforced Micro Weave® core and a mineral granule surfacing. Architectural laminate styling provides a wood shake appearance with a 5" or 5 5/8" exposure. Features highly reflective roofing granules that bounce back the sun's rays and more effectively release absorbed heat, rated by the Cool Roof Rating Council (CRRC) and meets initial Energy Star® performance levels. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158, Class H; ASTM D 3161, Type 1; ASTM D 3018, Type 1; ASTM D 3462; CSA 123.5-98; California Building Code Approved, ICC Report Approval, and Title 24 compliant.

a. Color: as selected by owner.

B. HIP AND RIDGE SHINGLES:

1. High-profile self-sealing hip and ridge cap shingle matching the color of selected roof shingle. Each bundle covers approx. 20 lineal feet (6.10m). Timbertex® Premium Ridge Cap Shingles, by GAF.

2. Distinctive self-sealing hip and ridge cap shingle complementing the color of selected roof shingle. Each bundle covers approx. 31 lineal feet (9.45m) with an 8-inch (203mm) exposure. Ridglass™ 12” Ridge Cap Shingles by GAF.
3. Distinctive self-sealing hip and ridge cap shingle complementing the color of selected roof shingle. Each bundle covers approx. 31 lineal feet (9.45m) with an 8-inch (203mm) exposure. Ridglass™ 10” Ridge Cap Shingles by GAF.

C. STARTER STRIP

1. Self-sealing starter shingle designed for premium roof shingles. Each bundle covers approx. 100 lineal feet (30.48m) for English and metric shingles or 50 lineal feet (15.24m) for oversized shingles. Weather Blocker™ Eave/Rake Starter Strip by GAF.

D. LEAK BARRIER/SHINGLE UNDERLAYMENT

1. Underlayment: FeltBuster Synthetic Roofing felt underlayment refer to the specification for the underlayment.

E. NAILS

1. Standard round wire, zinc-coated steel; 10 to 12-gauge min., barbed or deformed shank, with heads 3/8 inch (9.5 mm) to 7/16 inch (11 mm) in diameter min. Length must be sufficient to penetrate into solid wood at least 3/4 inch (19 mm) or through plywood or oriented strand board by at least 1/8 inch.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine supporting construction. Do not start work until unsatisfactory conditions are corrected. If roof deck preparation is the responsibility of another installer, notify the Building Inspector or building owner of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Remove debris and sharp projections from surface of Building. installed membrane over roof deck; sweep clean.
- B. All metal fittings to be in place, or on hand ready to be installed in conjunction with roofing.

3.3 UNDERLAYMENT APPLICATION

- A. General: Install using methods recommended by the GAF, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.
- B. Penetrations:
 - 1. Vent pipes: Install a 24 inch (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe. Roll top of lead flashing over the top of the vent pipe and down into vent pipe a minimum 1-1/2", sealed watertight.
 - 2. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (50 mm) and seal with plastic cement; secure with nails.

C. Sheet Metal:

1. Install Garland 24-gauge 30-year fluorocarbon baked Kynar 500 edge metal. Use same metal for fabricating gutters and down spouts. Utilize Garland 24-gauge 30-year flat stock for gutters, down spouts.
2. Edge metal set to roof deck, secure with nails.

3.4 **INSTALLATION OF SHINGLES**

A. General:

1. Install in accordance with the manufacturer's instructions and CBC.
2. Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
3. Handle carefully in hot weather to avoid scuffing the surfacing, or damaging the shingle edges.
4. Random offset from course to course.

B. Placement and Nailing:

1. Secure with 4, 5, or 6 nails per shingle per manufacturer's instructions or local codes.
2. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
3. Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.
4. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details. Random offset from course to course.
5. Starter Strip: Install at low side of roof; lap over any flashing.
6. First Course: Lay full shingles over starter strip and flush with low edge of roof.
7. Second Course: Offset per manufacturer's. recommendations from first course.
8. Third Course: Offset per manufacturer's. recommendations from second course.
9. Succeeding Courses: Continue this combination of offsets, to produce a random appearance.

C. Penetrations:

1. All Penetrations are to be flashed according to per NRCA application instructions and construction details. Use three course application of Green Lock Zero VOC flashing adhesive and broadcast minerals.

D. Ridge:

1. Use specified prefab manufacturers. ridge cap units. Apply per the manufacturer's recommendations parallel to the ridge. Start at low end. Securely nail per the manufacturer's recommendations. Nails shall be concealed by succeeding units.

3.5 PROTECTION

- A. Protect installed products from foot traffic until completion of the project.
- B. Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

3.6 ADJUSTMENT AND CLEANING

- A. Examine work; replace any broken shingle; anchor loose shingles; seal leaks.

END OF SECTION

SECTION 07220
VENTILATED NAILBASE INSULATION PANELS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Section includes ventilated nailbase insulation panel system.

1.2 RELATED SECTIONS

- A. Section 07310 - Roof Shingles.

1.3 REFERENCES

- A. ASTM C 209 – Methods of Testing Insulating Board, Structural and Decorative.
- B. ASTM C 1289 – Specifications for Faced Rigid Cellular Polyisocyanurate Thermal Insulating Board.
- C. ASTM D 1621 – Test Methods for Compressive Properties of Rigid Cellular Plastics.
- D. ASTM D 2126 - Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging.
- E. ASTM E 84 – Surface Burning Characteristics of Building Materials.
- F. ASTM E 96 - Test Method for Water Vapor Transmission of Materials.
- G. UL 1256 - Fire Test of Roof Deck Constructions.
- H. PS2-92 - Performance Standard for Wood-based Structural-use Panels.
- I. Miami Dade Product Control – Notice of Acceptance NOA No. 14-0505.08

1.4 SYSTEM DESCRIPTION

- A. Physical properties (Foam Core):
 1. Manufactured using 3rd Generation Zero ODP, EPA Compliant Blowing Agent; Contains zero CFCs, HCFCs, or HFCs; Virtually no Global Warming Potential (GWP)
 2. Compressive Strength: ASTM D 1621 and ASTM C 1289, Type II, Class 1, 20 psi (138 kPa) minimum
 3. Dimensional Stability: ASTM D 2126, 2 percent linear change (7 days).
 4. Moisture Vapor Transmission: ASTM E 96, < 1 perm ((57.5ng/(Pa*s*m²)).
 5. Water Absorption: ASTM C 209, < 1 percent by volume.
 6. Service Temperature: Minus 100 degrees to 250 degrees F (minus 73 degrees C to 122 degrees C).
 7. Foam core flame spread index of 75 or less and smoke developed of 450 or less when tested in accordance with ASTM E 84.

- B. Foam Core R Values: Based on LTTR (Long Term Thermal Resistance) in accordance with ASTM C 1289.
- C. UL Assemblies: Insulated steel deck assemblies - UL 1256 (nos. 120, 123) TGDY. R20624 Shingle Deck Accessory; Cool-Vent roof insulation is classified for use with any Class A, B, or C asphalt glass mat or asphalt organic shingles, standing seam metal or tile roof coverings.
- D. Hunter Panels Cool-Vent evaluated and listed under Miami Dade Product Control – Notice of Acceptance NOA No. 14-0505.08

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on nailbase insulation panels and fasteners to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
 - 1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
 - 2. Manufacturer-Specific Environmental Product Declaration which conforms to ISO 14025
- D. Verification Samples: For each finish product specified, two samples, representing actual product.
 - 1. Submit 6 by 6 inch (152 mm by 152 mm) samples of each board type required.
 - 2. Submit samples of each fastener type required.
- E. Manufacturer's Certificate: Certify ventilated nailbase insulation panels will conform to specified performance requirements.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer shall be a company that regularly manufactures polyisocyanurate insulation panels and fully assembles ventilated nailbase insulation in-house with no outside fabrication.
- B. Manufacturer shall have multiple manufacturing facilities to ensure consistency of product supply.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Good construction practice dictates that all insulations should be protected from moisture and direct sunlight during job-site storage. Pallets of Hunter Panels Cool-Vent are protected by a 2-step packaging process using **shrink wrap and a UV resistant polyethylene bag**. This moisture resistant package is designed for protection from the elements during flatbed shipment from our facilities to the job-site.
- B. Store products in accordance with the manufacturer recommendations.

- C. Store product on a solid flat foundation and elevate a minimum of 2" above the finished surface.
- D. Slit the bundle packaging vertically down the center of the two short sides and cover with a waterproof tarpaulin
- E. Protect insulation from open flame and keep dry at all times.

1.8 PROJECT CONDITIONS

- A. Install only as much insulation as can be covered the same day by a completed roof covering material.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Cool-Vent produced by Hunter Panels, 15 Franklin Street, Portland, Maine 04101. Phone: (207) 761-5678 or (888) 746-1114 or (424) 332-6034. Fax: (877) 775-1769. E-mail: info@hpanels.com. Web: www.hunterpanels.com.
- B. Substitutions: Not permitted.
- C. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 PANEL CONSTRUCTION

- A. Panels shall consist of a top layer of APA/TECO rated Oriented Strand Board (OSB) or 5-ply CDX plywood, a middle layer of vented air space consisting of 1 inch (25.4 mm) thick wood spacers and a bottom layer of fiber-reinforced facers (GRF) polyisocyanurate foam insulation.
 - 1. Polyisocyanurate foam insulation shall conform to ASTM C 1289, Type II, Class 1.
 - 2. Compressive Strength: 20 pounds per square inch (138 kPa) Grade 2.
 - 3. Multiple top layer substrate shall conform to PS2 and shall be as follows:
 - a. OSB:
 - 1) Type:
 - (a) Standard sheathing grade.
 - 2) Thickness:
 - (a) 7/16 inch (11.1 mm).
- B. Vented airspace shall be a minimum of 1 inch (25 mm) in depth and provide not less than 92 percent overall free air movement through the panel. It shall have 55 percent or greater lateral free air movement. Panels shall be manufactured to provide cross directional ventilation without additional material being incorporated into the construction. Provide an airspace of:
 - 1. 1.5 inch (38 mm) air space.
- C. Panel with wood nailable surface as specified shall be factory rabbetted 1/8 inch (3.2 mm) on all sides to prove for expansion of substrate.

2.3 PANEL TYPES

- A. Cool-Vent Panels: 4 feet by 8 feet (1220 mm by 2440 mm) with top layer surface of 7/16 inch (11 mm) OSB, and a vented air space consisting of 1 inch (25.4 mm). Panels shall have an overall thickness, R-value, and flute spanability as follows:
1. Thickness 2.5 inches (64 mm), R Value 5.7, flute spanability 2-5/8 inches (67 mm).
 2. Thickness 3.0 inches (76 mm), R Value 8.6, flute spanability 4-3/8 inches (111.13 mm).
 3. Thickness 3.5 inches (89 mm), R Value 11.4, flute spanability 4-3/8 inches (111.13 mm).
 4. Thickness 4.0 inches (102 mm), R Value 14.4, flute spanability 4-3/8 inches (111.13 mm).
 5. Thickness 4.1 inches (102 mm), R Value 15.0, flute spanability 4-3/8 inches (111.13 mm).
 6. Thickness 4.5 inches (114 mm), R Value 17.4, flute spanability 4-3/8 inches (111.13 mm).
 7. Thickness 5.0 inches (127 mm), R Value 20.5 flute spanability 4-3/8 inches (111.13 mm).
- B. Cool-Vent Panels: 4 feet by 8 feet (1220 mm by 2440 mm) with top layer surface of 7/16 inch (11.1 mm) OSB and a vented airspace of 1.5 inches (38 mm). Panel shall have an overall thickness, R-value, and flute spanability as follows:
1. Thickness 3.0 inches (76 mm), R Value 5.7, flute spanability 2-5/8 inches (67 mm).
 2. Thickness 3.5 inches (89 mm), R Value 8.6, flute spanability 4-3/8 inches (111.13 mm).
 3. Thickness 4.0 inches (102 mm), R Value 11.4, flute spanability 4-3/8 inches (111.13 mm).
 4. Thickness 4.5 inches (114 mm), R Value 14.4, flute spanability 4-3/8 inches (111.13 mm).
 5. Thickness 4.6 inches (117 mm), R Value 15.0, flute spanability 4-3/8 inches (111.13 mm).
 6. Thickness 5.0 inches (127 mm), R Value 17.4, flute spanability 4-3/8 inches (111.13 mm).
 7. Thickness 5.5 inches (140 mm), R Value 20.5, flute spanability 4-3/8 inches (111.13 mm).

2.4 PANEL FASTENERS

- A. Fasteners shall be FM Approved Hunter Panel SIP/WD Panel fasteners for **wood deck** application. Fasteners have a 3/16 inch (5 mm) shank, and are corrosion resistant with oversized heads. Length of fasteners shall be as recommended by Hunter Panels. Use of 2 inch (51 mm) round plates are not required.
1. See TER 2101-01 by DrJ Engineering for penetration and fastening schedule requirements.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until structural deck has been properly prepared.
- B. Verify deck, adjacent materials, and structural backing is dry and ready to receive insulation.
- C. Verify deck surface is flat, free of fins or protrusions and irregularities.

- D. If deck preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Apply vapor barrier and or retarder, as specified by the Architect or required by the local building code, to decking prior to the installation.
- B. Apply proper ridge and soffit vents to create an effective eave to ridge venting system in conjunction with Cool-Vent.

3.3 INSTALLATION

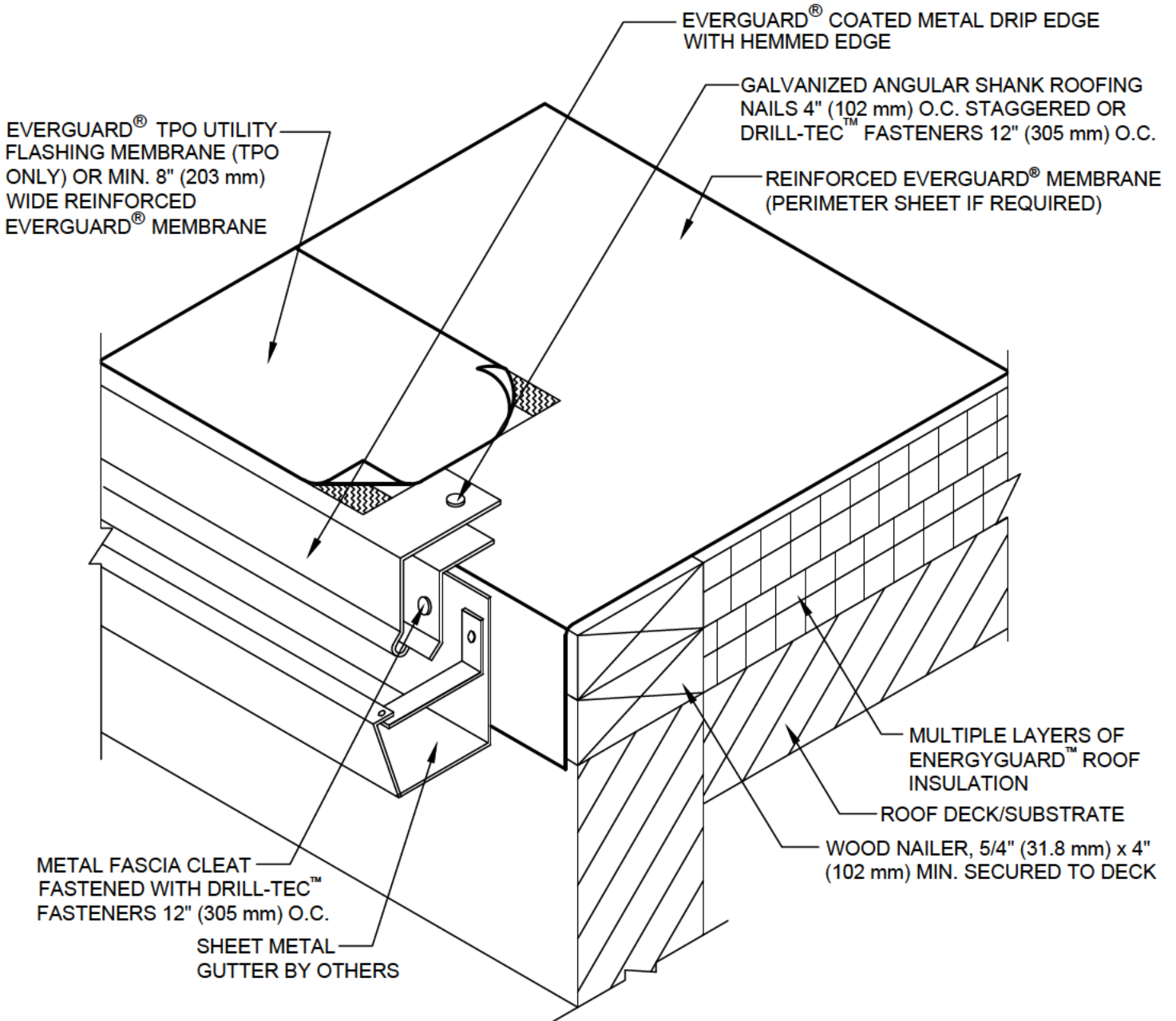
- A. Install panels with the wood (OSB/Plywood) side face up. Place panels in the manufacturers recommended pattern. Only factory assembled panels will be accepted. Fasten panels through the top nailable surface and also through the wood block panel spacers using Hunter Panels approved threaded fasteners.
- B. For multiple layered installations, install the base layer of panels loose-laid, and stagger the joints of subsequent layers in accordance with good roofing practice.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Cover the top and edges of unfinished roof panel work to protect it from the weather and to prevent accumulation of water in the cores of the panels.
- C. Do not leave panels exposed to moisture. Wet panels shall be removed or allowed to completely dry prior to application of vapor barrier and/or roof covering.
- D. Apply only enough insulation panels per day that can be covered the same day by a completed roof covering material.

END OF SECTION

SINGLE-PLY: TPO & PVC



NOTE:

1. REFER TO EVERGUARD® DETAIL 204 FOR COATED METAL JOINTS.
2. A CONTINUOUS METAL CLEAT IS REQUIRED.
3. 25-YEAR GUARANTEES AND ABOVE MUST USE EXTREME ACCESSORIES.
4. FOR HEAT-WELDING LAPS USE 1.5" (38.1 mm) WELD WITH MACHINE AUTOMATIC WELDER AND 2" (50.8 mm) WELD WITH HAND WELDER.



GUTTER WITH COATED METAL EDGE DETAIL

DRAWING #
211A

THIS DETAIL APPLIES TO:
ADHERED SYSTEMS
FLASHING SYSTEMS
SELF-ADHERED SYSTEMS
MECHANICALLY ATTACHED SYSTEMS

ISSUE / REVISION DATE
8/24/20

SCALE
N.T.S.

LEGEND

HEAT-WELDED LAP

FeltBuster[®]

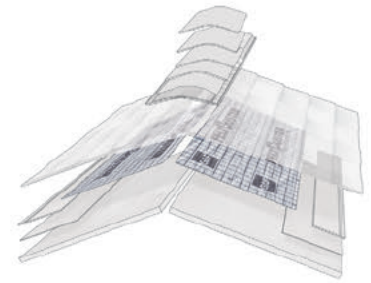
Synthetic Roofing Felt

Helps protect the roof system from wind-driven rain and other damaging moisture



- Provides a critical layer of extra protection between shingle and the roof deck to resist wind-driven rain or moisture from other sources
- A durable, long-lasting upgrade over the conventional asphalt felts that can tear or degrade over time
- Avoids water absorption that can lead to ugly wrinkling that "telegraphs" through the shingles

FeltBuster® Synthetic Roofing Felt



Benefits:

- **Special spunbond surface** provides excellent traction for installers versus typical asphalt felts
- **Tough, synthetic construction** helps resist tearing underfoot and in high winds
- **Competitively priced per square** with typical asphalt felts (price varies by market)
- **Non-asphaltic polypropylene construction** delivers long-lasting performance and won't rot or degrade like conventional asphalt felts
- **Super-lightweight**, 10-square roll is easy to handle on the roof
- **Medium-gray surface** is cooler to work with versus conventional black asphalt felts and the leading black low-cost synthetic underlayment
- **Eligible for up to a Lifetime[†] Limited Warranty** when installed with GAF Lifetime[†] shingles and at least two additional qualifying GAF accessories, and it's eligible for residential enhanced warranty coverage²



Product details:

Nominal Specifications:

For use with asphaltic shingles.

- **Roll size:** 10 squares (1,000 sq. ft. [92.9 m²]) (excludes laps)
- **Roll width:** 48" (1.22 m)
- **Roll length:** 250' (76.2 m)
- **Approx. roll weight:** 23 lb. (10.4 kg)
- **UV exposure:** UV-stabilized polypropylene construction resists UV degradation for up to 90 days¹

Code Approvals:

- Meets or exceeds the physical requirements of ASTM D226 Type II, ASTM D8257, and ASTM D4869 Types III and IV
- Miami-Dade County Product Control Approved
- State of Florida Approved
- Meets or exceeds CSA A220.1 Underlayment Performance Requirements
- Listed with Texas Department of Insurance as an acceptable alternate roof underlayment
- Meets or exceeds ICC-ES Acceptance Criteria AC188
- ICC-ES Evaluation Report (ESR-2808)
- Meets certain FORTIFIED Roof[™] requirements. Visit gaf.com/Fortified and current FORTIFIED Home[™] Standard available at fortifiedhome.org for details. U.S. only.

[†] Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence [or eligible second owner(s)] owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires the use of GAF Lifetime shingles only. See the *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. Lifetime coverage on shingles and accessories requires the use of any GAF Lifetime Shingle and at least 3 qualifying GAF accessories. See the *GAF Roofing System Limited Warranty* for complete coverage and restrictions. For installations not eligible for the GAF Roofing System Limited Warranty, see the *GAF Shingle & Accessory Limited Warranty*. Visit gaf.com/LRS for qualifying GAF products.

¹ 90-day UV resistance refers to standardized testing conducted to ensure the product will not physically degrade when exposed to UV. It is NOT related to withstanding water, snow, or wind. While FeltBuster[®] Synthetic Roofing Felt is water resistant, it is NOT WATERPROOF. DO NOT USE FeltBuster[®] Synthetic Roofing Felt as a temporary roof to protect property or possessions.

² See *GAF System Plus*, *Silver Pledge*[™], or *Golden Pledge*[®] Limited Warranty for complete coverage and restrictions.

Note: Always install FeltBuster[®] Synthetic Roofing Felt using plastic cap nails or plastic cap staples. Do NOT use nails or staples without caps.



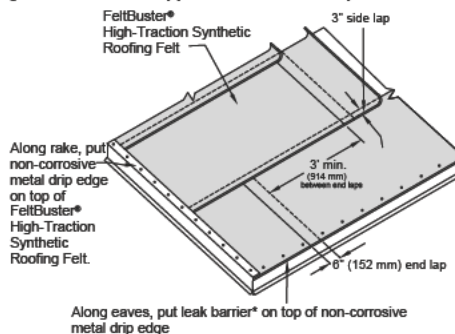
To learn more about the Lifetime[†] Roofing System, visit gaf.com/Lifetime



We protect what matters most[™]

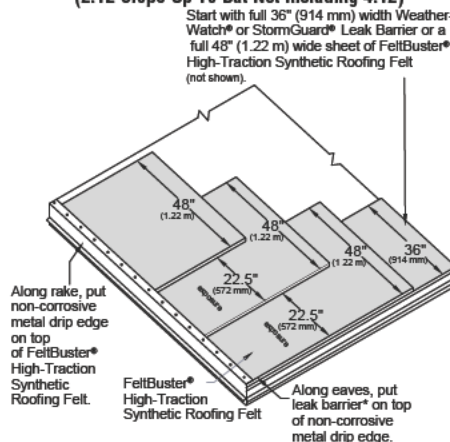
INSTALLATION INSTRUCTIONS FOR FELTBUSTER® HIGH-TRACTION SYNTHETIC ROOFING FELT

Figure 1 – Standard Application For 4:12 Slope Or More



* If leak barrier is required, use WeatherWatch®, StormGuard®, or other GAF Leak Barrier.

Figure 2 – Standard Application For Low Slopes (2:12 Slope Up To But Not Including 4:12)



Note: Special application for low slopes is the same as drawing above except side and end laps are taped.

* If leak barrier is required, use WeatherWatch®, StormGuard®, or other GAF Leak Barrier.

FeltBuster® High-Traction Synthetic Roofing Felt is a UV-stabilized polypropylene underlayment designed to shed water. FeltBuster® High-Traction Synthetic Roofing Felt resists UV degradation for up to 90 days. Asphalt shingles **MUST** be installed over FeltBuster® High-Traction Synthetic Roofing Felt within 90 days.*

* **NOTE:** 90-day exposure period is based on standardized testing concerning UV resistance. It is **NOT** related to how long FeltBuster® High-Traction Synthetic Roofing Felt can withstand water, snow, or wind. While FeltBuster® Roofing Felt is water resistant, it is **NOT** waterproof. **DO NOT USE** FeltBuster® High-Traction Synthetic Roofing Felt **AS A TEMPORARY ROOF** to protect property or possessions.

CHECK FOR PROPER UNDER-DECK VENTILATION.

FeltBuster® High-Traction Synthetic Roofing Felt retards moisture vapor movement. Humid air in the attic may therefore condense as water beneath the FeltBuster® High-Traction Synthetic Roofing Felt, resulting in deterioration of the deck and growth of molds. A design professional must **ALWAYS** address the potential for moisture entrapment, excessive moisture build-up, and condensation. Moisture-control solutions may include, but are not limited to, use of:

- a continuous vapor barrier in the ceiling
- soffit and ridge vents
- gable vents
- power vents

Be sure to review local building codes in your area for ventilation requirements.

IMPORTANT: When fastening FeltBuster® High-Traction Synthetic Roofing Felt, do not use nails or staples without caps. Use only plastic cap, corrosion-resistant nails or

staples with plastic caps. Fasteners should be long enough to penetrate at least 3/4" (19 mm) into wood decks or just through plywood or OSB decks. Fasteners must be flush to the deck and at a 90° angle to the roof deck.

PRECAUTIONS:

Always avoid scuffing. Normal walking on FeltBuster® High-Traction Synthetic Roofing Felt will not cause damage. However, scuffing can damage FeltBuster® High-Traction Synthetic Roofing Felt and compromise its performance. Scuffing can be caused by twisting, kicking, or rubbing from heavy shoes with weight pressing FeltBuster® High-Traction Synthetic Roofing Felt against the deck.

If scuffing occurs, cover any scuffed areas with an additional layer of FeltBuster® High-Traction Synthetic Roofing Felt that exceeds the scuffed area by 6" (152 mm) on each side. Adhere the additional layer of FeltBuster® High-Traction Synthetic Roofing Felt with a moisturecurable polyurethane adhesive that meets or exceeds ASTM C557. Follow the adhesive manufacturer's instructions.

Cutting: Use a straight blade knife, scissors, or sharp hook blade knife for cutting FeltBuster® High-Traction Synthetic Roofing Felt.

SAFETY CONSIDERATIONS. As with all roofing projects:

- **Be careful.** Observe safe roofing practices and requirements (OSHA). Use caution when walking or standing on FeltBuster® High-Traction Synthetic Roofing Felt. Wet and dusty conditions may make the surface slippery. Failure to use proper safety gear and footwear can result in serious injury.
- **Placing materials on roof.** Use roof jacks, toe boards, or storage platforms secured to the underlying roof deck to prevent slippage of stored roofing materials. Repair holes in FeltBuster® High-Traction Synthetic Roofing Felt from toe boards or roof jacks before installing primary roofing. Repair small holes (<1/8" [3.2 mm] in diameter) with a dab of asphalt roof cement or compatible sealant. Repair larger damage following the instructions for scuffing repair above.

ALL APPLICATIONS: FOLLOW STEPS 1-5

STEP 1: Prepare Deck Properly.

- a) **Clean deck.** Remove debris and protruding fasteners, which can damage FeltBuster® High-Traction Synthetic Roofing Felt and cause leaks. Repair and replace any damaged or rotted sections prior to installing FeltBuster® High-Traction Synthetic Roofing Felt.
- b) **Deck must be dry** to prevent buckling of the deck, which can result in deck movement and damage the primary roof covering.

STEP 2: Install Leak Barrier.

- a) **Where a waterproof underlayment is needed,** install WeatherWatch®, StormGuard®, or other GAF Leak Barrier at eaves, valleys, rakes, skylights, dormers, and other vulnerable leak areas. See appropriate GAF Leak Barrier published application instructions for details.
- b) **Along the eaves and in the valleys,** install the Leak Barrier **before** installing FeltBuster® High-Traction Synthetic Roofing Felt.
- c) **Along the rake,** install FeltBuster® High-Traction Synthetic Roofing Felt **first**, leaving at least 6"- 8" (152 mm-203 mm) of the deck exposed along the rake, and then install the Leak Barrier flush to the rake edge and over the FeltBuster® High-Traction Synthetic Roofing Felt.
- d) **In other areas,** install the Leak Barrier **over** the FeltBuster® High-Traction Synthetic Roofing Felt.

STEP 3: Lay Out FeltBuster® High-Traction Synthetic Roofing Felt.

- a) **Apply FeltBuster® High-Traction Synthetic Roofing Felt parallel to the eaves.**
- b) **Install without wrinkles.** Lay flat, cap nail flat. **DO NOT STRETCH** during installation.

c) **Over drip edge at eaves.** Lay FeltBuster® High-Traction Synthetic Roofing Felt over the eave metal unless local building code requires otherwise or if Leak Barrier is in place at eaves (see Figure 1).

d) **Under drip edge at the rakes.** Lay FeltBuster® High-Traction Synthetic Roofing Felt under the drip edge at the rake to help prevent wind uplift at the rake edge (see Figure 1).

STEP 4: STANDARD INSTALLATION INSTRUCTIONS

4:12 Slope Or More. Overlap FeltBuster® High-Traction Synthetic Roofing Felt Before Fastening (see Figure 1)

- a) **Overlap 3" (76 mm) at side lap.** Extend FeltBuster® High-Traction Synthetic Roofing Felt 3" (76 mm) over the preceding course. Use the line at top of the printed grid to help align the 3" (76 mm) overlap.
- b) **Overlap 6" (152 mm) at end lap.** End laps should overlap a minimum of 6" (152 mm) and be offset from adjacent end laps by 3" (914 mm).

2:12 Slope To Less Than 4:12.* Install Double Coverage (see Figure 2)

- a) **Overlap a full 25.5' (648 mm)** over the underlying course.
- b) **Continue up the roof** using a 22.5' (572 mm) exposure.
- c) **Overlap 6" (152 mm) at end lap seams** and offset from adjacent end laps by 3' (914 mm).

*Do Not Install On A Slope Less Than 2:12.

STEP 5: To Fasten FeltBuster® High-Traction Synthetic Roofing Felt, use only plastic cap, corrosion-resistant nails or staples with plastic caps.

- a) **Fasten side and end lap 12' (305 mm)** on center [use 6" (152 mm) on center for high wind areas].
- b) **Fasten in the field of the roll** with two staggered rows of fasteners spaced 24" (610 mm) on center (use 12" [305 mm] on center for high wind areas).

SPECIAL INSTALLATION INSTRUCTIONS – FOR MAXIMUM PROTECTION AGAINST EXPOSURE TO RAIN/SNOW (ALL SLOPES 2:12 OR MORE)*

1) Side Lap Detail Must Be Taped.

- a) For single coverage installations, increase side laps to 6" (152 mm).
- b) Fasten in accordance with Step 5 above.
- c) Completely cover all side laps and all fasteners with tape.

2) End Lap Detail Must Be Taped.

- a) Overlap 12' (305 mm) at the end lap and fasten in accordance with Step 5 above.
- b) Completely cover all end laps and all fasteners.

3) Type of Tape. Use a butyl adhesive-based seam/cover tape or a waterproof cloth duct tape. Follow the tape manufacturer's instructions. **Note:** The long-term durability of these tapes varies by manufacturer and type. Be sure to use a tape that is advertised to perform for the full time that FeltBuster® High-Traction Synthetic Roofing Felt will be exposed.

***NOTE:** This product as installed may not be completely waterproof even when these special instructions are followed.

SPECIAL INSTALLATION INSTRUCTIONS – IF ROOF MAY BE EXPOSED TO HIGH WINDS

- 1) **Fasten side and end laps** using 6" (152 mm) on center.
- 2) **Fasten in the field of the roll** with two staggered rows of fasteners spaced 12" (305 mm) on center.
- 3) **Always apply tape** over all fasteners to help prevent rain or snow from entering at the fasteners.
- 4) **Leaking** may result from exposed fasteners.

GAF TimberlineHDZ[®]
High Definition[®] Lifetime[®] Shingles



Engineered to be first. Built to last.

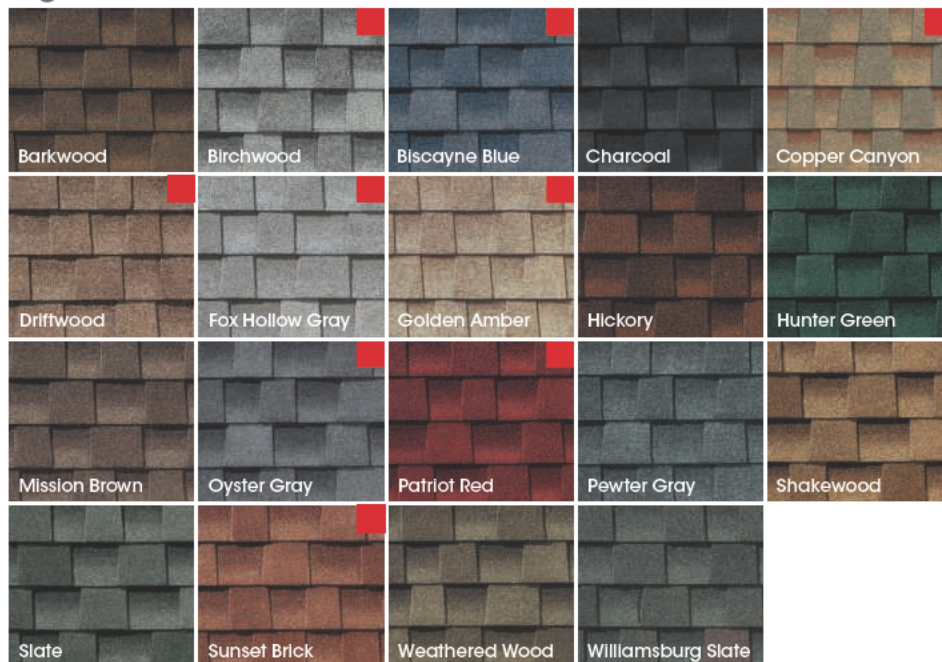
Our #1-selling shingle represents a legacy of relentless innovation — delivering the peak performance and dependability customers trust most.



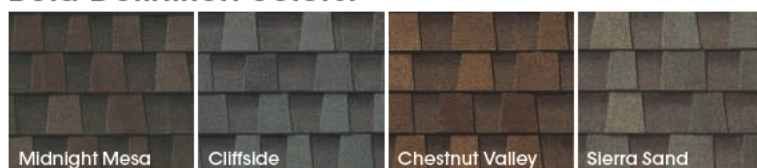
Benefits:

- **Industry-leading innovation:** LayerLock® Technology powers StrikeZone®, the industry's largest nailing zone. Paired with our legendary Dura Grip™ sealant, these features ensure that the shingles stay in place, even under high wind conditions
- **The industry's strongest wind warranty:** Timberline HDZ® Shingles are eligible for the WindProven™ Limited Wind Warranty,¹ the industry's first wind warranty with no maximum wind-speed limitation, when installed with the required combination of GAF accessories
- **GAF-exclusive algae-fighting technology:** 25-Year StainGuard Plus™ Algae Protection Limited Warranty² powered by proprietary time-release algae-fighting technology
- **Peace of mind:** Timberline HDZ® Shingles come with Lifetime[†] coverage against manufacturing defects
- **Impact rating:** Timberline HDZ® passes the UL 2218 impact-resistance test with a Class 3 rating and may be eligible for insurance discounts⁴
- **For the best look:** Use TimberTex® premium ridge cap shingles or TimberCrest® premium SBS-modified ridge cap shingles

High Definition® colors:



Bold Definition colors:



Product details:

Product/System Specifics

- Fiberglass asphalt construction
- **Dimensions (approx.):** 13 1/4" x 39 3/8" (337 mm x 1,000 mm)
- **Exposure:** 5 5/8" (143 mm)
- **Bundles/Square:** 3
- **Pieces/Square:** 64
- **Hip/Ridge:** TimberTex®; TimberCrest®
- **Starter:** Pro-Start®; QuickStart®; WeatherBlocker™

Applicable Standards & Protocols:

- Passes UL 2218 Impact-Resistance Test with Class 3 rating
- UL Listed to ANSI/UL 790 Class A
- State of Florida Approved
- Classified by UL in accordance with ICC-ES AC438
- Meets ASTM D7158, Class H
- Meets ASTM D3161, Class F
- Meets ASTM D3018 Type 1
- Meets ASTM D3462³
- Miami-Dade County Product Control Approved
- ICC-ES Evaluation Reports ESR-1475 and ESR-3267
- Meets Texas Department of Insurance Requirements
- **Rated by the CRRC:** Can be used to comply with Title 24 Cool Roof Requirements (some colors)

[†] Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence [or eligible second owner(s)] owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires the use of GAF Lifetime shingles only. See the *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. Lifetime coverage on shingles and accessories requires the use of any GAF Lifetime shingle and at least 3 qualifying GAF accessories. See the *GAF Roofing System Limited Warranty* for complete coverage and restrictions. For installations not eligible for the *GAF Roofing System Limited Warranty*, see the *GAF Shingle & Accessory Limited Warranty*. Visit gaf.com/LRS for qualifying GAF products.

¹ 15-year WindProven™ Limited Wind Warranty covers GAF Shingles with LayerLock® Technology only and requires the use of GAF starter strips, roof deck protection, ridge cap shingles, and leak barrier or attic ventilation. See *GAF Roofing System Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. For installations not eligible for the WindProven™ Limited Wind Warranty, see *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions.

² 25-year StainGuard Plus™ Algae Protection Limited Warranty against blue-green algae discoloration is available only on products sold in packages bearing the StainGuard Plus™ logo. See *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions.

³ Periodically tested by independent and internal labs to ensure compliance with ASTM D3462 at time of manufacture.

⁴ UL 2218 Class 3 impact-resistance test performed under controlled laboratory conditions. Insurance discounts may not be available in your area. Where available, insurance discounts may vary. Contact your insurance provider for information.

⁵ Eligibility criteria, terms, and restrictions apply. Visit fortifiedhome.org for details. U.S. only.

Note: It is difficult to reproduce the color clarity and actual color blends of these products. Before selecting your color, please ask to see several full-size shingles.



Regional availability

We protect what matters most™



SHINGLE INSTALLATION

Start at either rake and lay in either direction

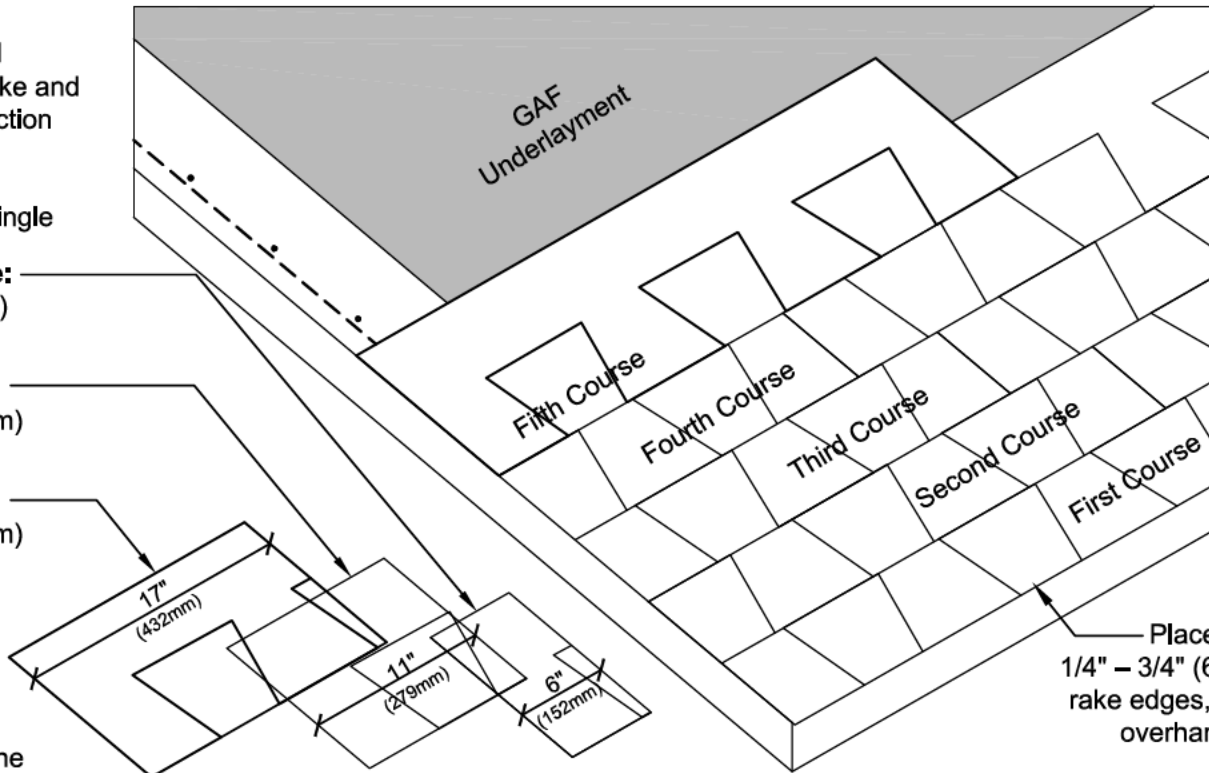
First Course:
Start with full shingle

Second Course:
Trim 6" (152mm) off first shingle

Third Course:
Trim 11" (279mm) off first shingle

Fourth Course:
Trim 17" (432mm) off first shingle

Remaining Courses:
Repeat the 1st - 4th course instructions on the remaining courses, starting the fifth course with a full shingle.



NOTES:

1. Continue each course with whole shingles.
2. Strike a chalk line about every 6 courses to check parallel alignment with eaves.

Place first course of shingles 1/4" – 3/4" (6–19mm) over eave and rake edges, covering starter course overhang, to provide drip edge.



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BRAND SERIES

**TIMBERLINE
SERIES**
Lifetime Shingles

REVISION DATE

1-01-12

SCALE

N.T.S

SHINGLE INSTALLATION DETAIL

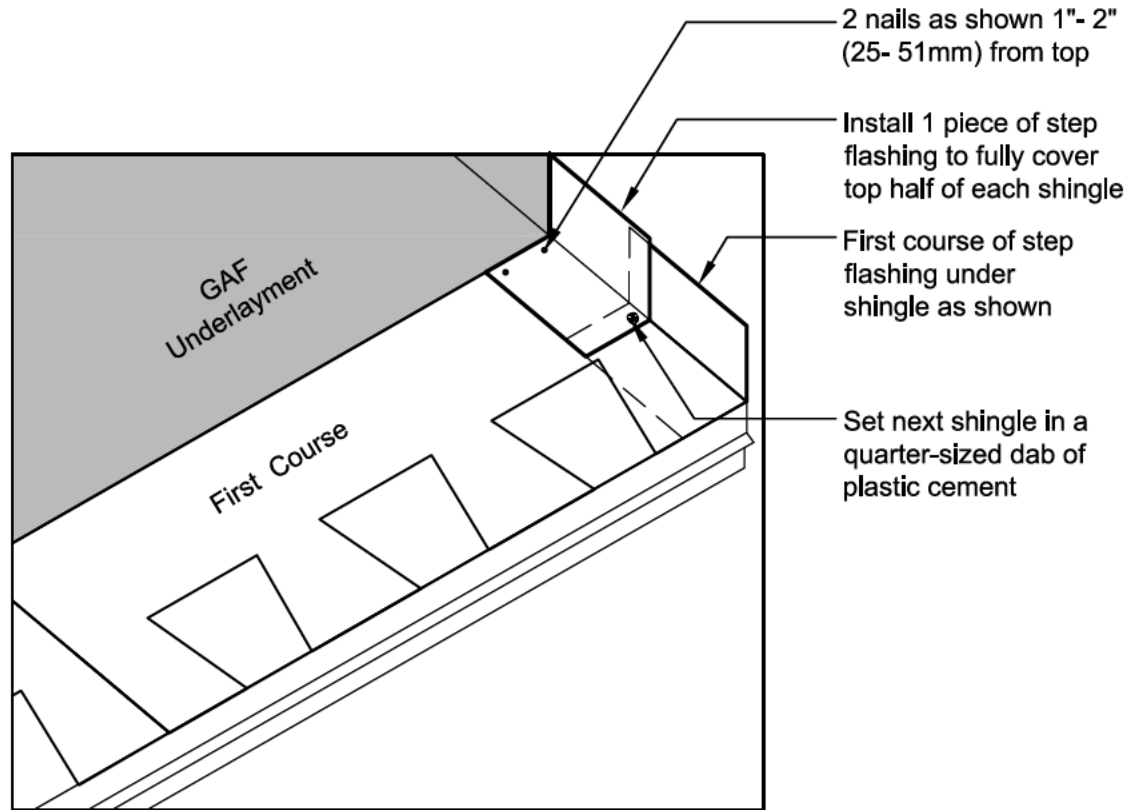
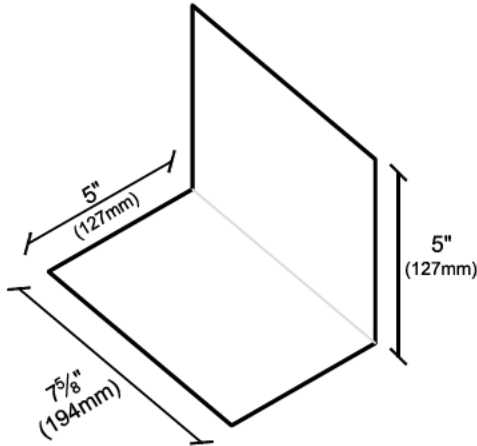
DETAIL NUMBER

04

DETAIL REFERENCE

SS-TS

Step Flashing for Metric Size Shingles 13-1/4" x 39-3/8" (337mm x 1000mm) with 5-5/8" (143mm) Exposure



BRAND SERIES
TIMBERLINE
SERIES
 Lifetime Shingles

REVISION DATE
 1-01-12

SCALE
 N.T.S

STEP FLASHING DETAIL

DETAIL NUMBER
05

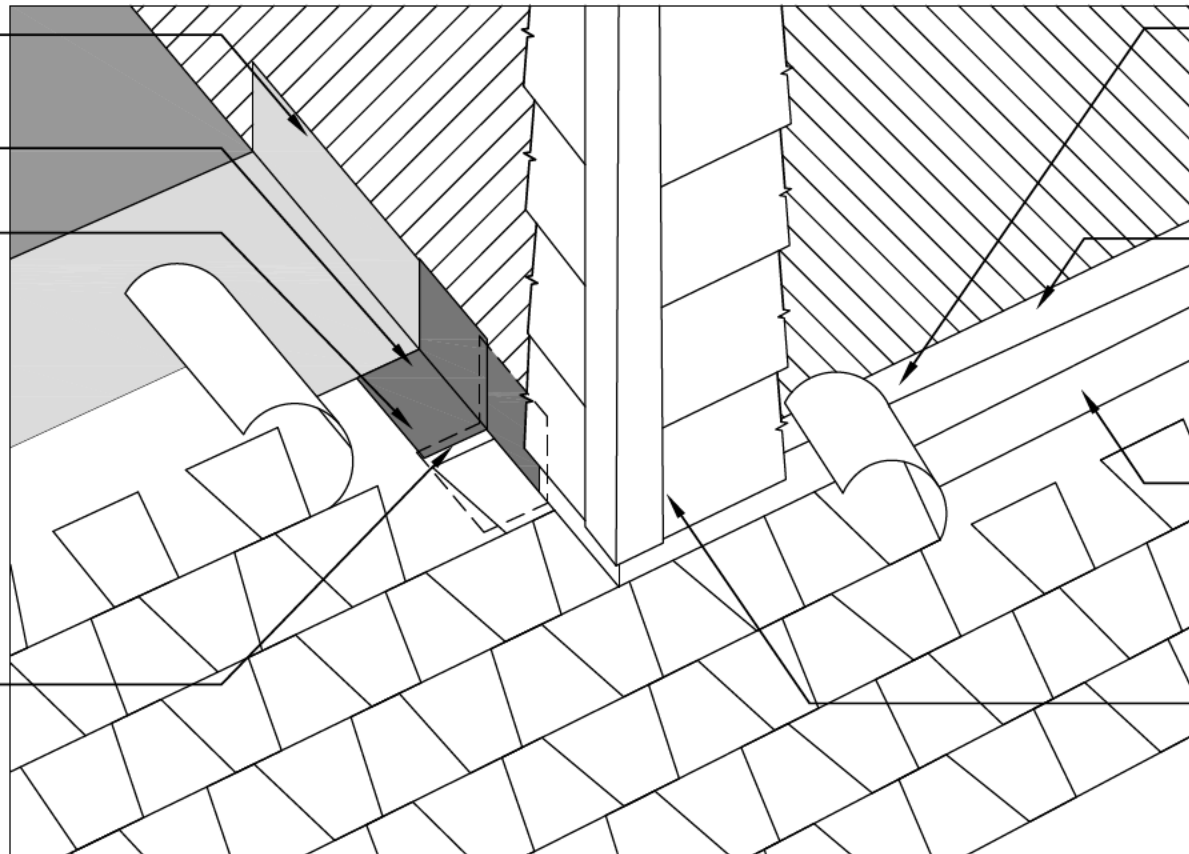
DETAIL REFERENCE
SS-TS

Extend GAF leak barrier at least 5" (127mm) up wall.

2 nails per step flashing

Place metal step flashing just upslope from exposed edge of shingle and extend 5" (127mm) over underlying shingle and 5" (127mm) up the vertical wall.

Step flashing pieces overlap each other 2" (51mm)



Cover metal flashing with cut shingle. Do NOT nail shingle, install with asphaltic plastic cement.

Extend GAF leak barrier at least 5" (127mm) up wall

Metal flashing (Nailed to the deck, NOT to the vertical wall) extend up wall at least 5" (127mm)

Siding/cladding must be at least 2" (51mm) above the roof surface and covering flashing at least 2" (51mm).



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BRAND SERIES

**TIMBERLINE
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Lifetime Shingles

REVISION DATE

1-01-12

SCALE

N.T.S

WALL FLASHING DETAIL

DETAIL NUMBER

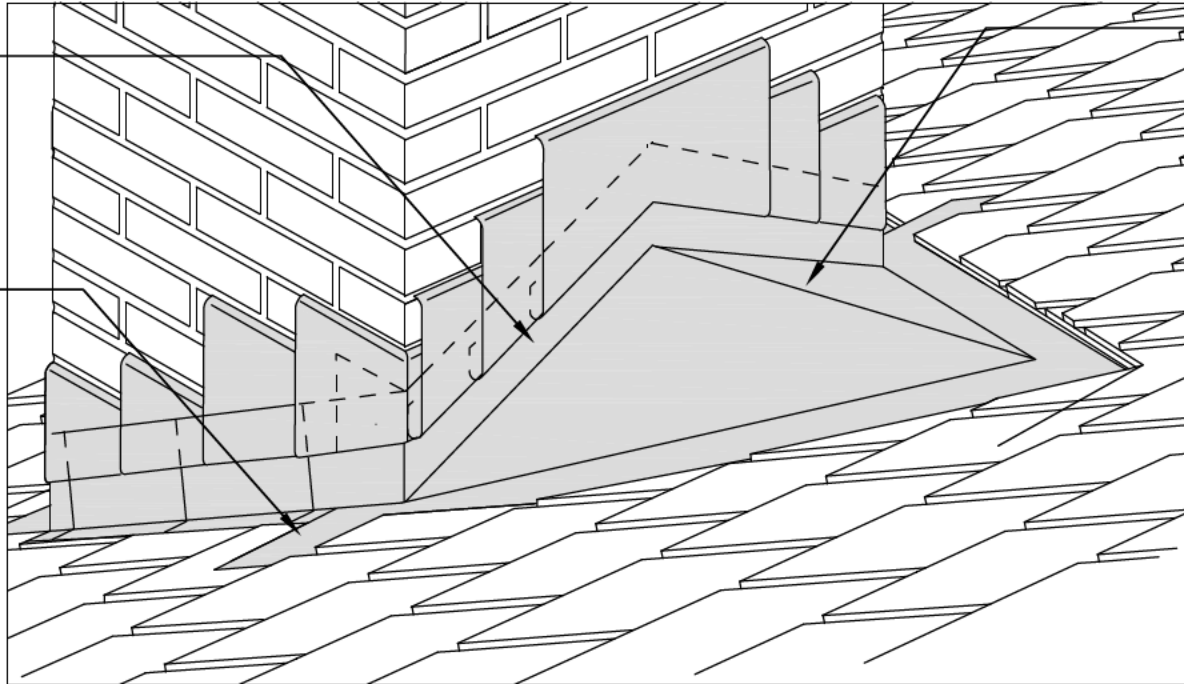
06

DETAIL REFERENCE

SS-TS

Cricket should extend at least 6" (152 mm) up the back of the chimney.

Seal shingles to metal flange with asphalt plastic cement.



Cricket ridge should be at least 12" (305mm).

Cricket flange should be at least 18" (457mm) up roof deck.



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BRAND SERIES

**TIMBERLINE
SERIES**
Lifetime Shingles

REVISION DATE

1-01-12

SCALE

N.T.S

CHIMNEY CRICKET FLASHING DETAIL

DETAIL NUMBER

08

DETAIL REFERENCE

SS-TS

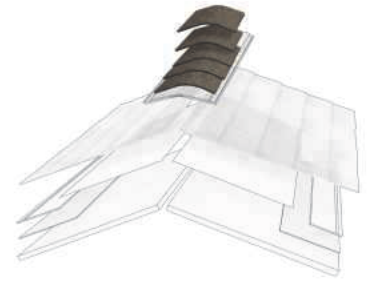
TimberTex[®] Premium Ridge Cap Shingles

Choose the perfect finishing touch for a new GAF roof with premium, dimensional ridge cap shingles



- Create double-layer protection against leaks at the hips and ridges
- Elevate the look of your roof by adding depth and dimension
- Offer longer limited warranty¹ coverage than what's available using field-cut, 25-year, 3-tab shingles as your ridge cap

TimberTex® Premium Ridge Cap Shingles

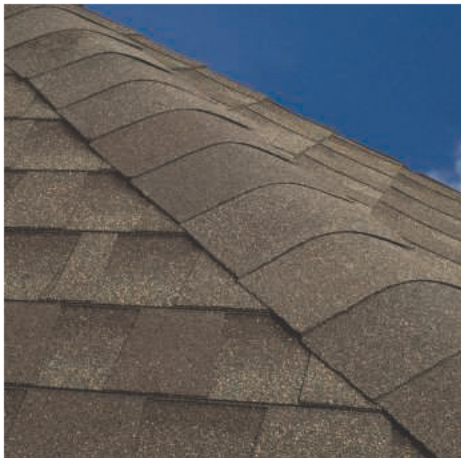


Benefits:

- **Thick, double-layer design** with large 8" (203 mm) exposure adds depth and dimension to the roof's hips and ridges
- **Continuous Dura Grip™ Sealant, paired with a microgranule surface in the nailing area**, provides an enhanced asphalt-to-asphalt bond for strong wind-uplift performance and reduced risk of cap shingle blow-off
- **The perfect finishing touch** to help accentuate and protect a new GAF shingle roof
- **UltraMat™ high-performance fiberglass mat technology** enhances the ridge cap shingle at its core and achieves UL 2218 Class 4 impact-resistance rating¹
- **25-year StainGuard Plus™ Algae Protection Limited Warranty** against blue-green algae discoloration²
- **Eligible for Lifetime† Limited Warranty** when installed with GAF Lifetime† shingles and at least two additional qualifying GAF accessories, and it's also eligible for residential enhanced warranty coverage³



See the difference:



Cut 3-tab shingles
Field-cut 3-tab strip shingles used on the hips and ridges.



TimberTex® Ridge Cap Shingles
A distinct finishing touch that also protects against leaks and cap shingle blow-off on the hips and ridges.



To learn more about the Lifetime† Roofing System, visit gaf.com/Lifetime



Product Details:

Nominal Specifications:

For use with GAF Timberline HDZ®, Timberline UHDZ®, Timberline® NS, Timberline® ASIL, and Designer Lifetime† Shingles

- Factory-laminated, double-layer design
- 12" (305 mm) width
- 8" (203 mm) exposure

Packaging:

- 30 double-layer ridge caps per bundle (10 shingles, each with 3 double-layer ridge caps per shingle)

Coverage:

- 20 linear ft. (6.1 m) per bundle
- 5 bundles cover 100 linear ft. (30.5 m)
- 150 pieces cover 100 linear ft. (30.5 m)

Code Approvals:

- UL Listed to ANSI/UL 790 Class A⁴
- Passes UL 2218 Impact-Resistance Test with Class 4 rating
- ASTM D3462⁵
- ASTM D3161 Class A
- ASTM D3161 Class F⁶
- ICC-ES AC438
- CSA A123.5
- UL 2218 Class 4 Impact Resistance
- ICC Evaluation Reports ESR-1475 and ESR-3267
- Miami-Dade County Product Control Approved
- Florida Building Code Approved
- Meets certain FORTIFIED Roof™ requirements. Visit gaf.com/Fortified and current FORTIFIED Home™ Standard available at fortifiedhome.org for details. U.S. only.

[†] Lifetime refers to the length of warranty coverage provided and means as long as the original individual owner(s) of a single-family detached residence [or eligible second owner(s)] owns the property where the qualifying GAF products are installed. For other owners/structures, Lifetime coverage is not applicable. Lifetime coverage on shingles requires the use of GAF Lifetime Shingles only. See the *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions. Visit gaf.com/LRS for qualifying GAF products. Lifetime coverage on shingles and accessories requires the use of any GAF Lifetime shingle and at least 3 qualifying GAF accessories. See the *GAF Roofing System Limited Warranty* for complete coverage and restrictions. For installations not eligible for the *GAF Roofing System Limited Warranty*, see the *GAF Shingle & Accessory Limited Warranty*. Visit gaf.com/LRS for qualifying GAF products.

¹ Only TimberTex® Ridge Cap Shingles sold in packages bearing the UltraMat™ high-performance mat logo and UL 2218 Class 4 Classification statement are rated for Class 4 impact resistance. UL 2218 Class 4 Impact-resistance test performed under controlled laboratory conditions. GAF makes no express or implied warranty about the impact performance of this product against hail. Hail damage is not covered under the limited warranty.

² 25-year StainGuard Plus™ Algae Protection Limited Warranty against blue-green algae discoloration is available only on products sold in packages bearing the StainGuard Plus™ logo. See *GAF Shingle & Accessory Limited Warranty* for complete coverage and restrictions.

³ See *System Plus*, *Silver Pledge™*, or *Golden Pledge® Limited Warranty* for complete coverage and restrictions.

⁴ Refer to UL Product IQ Online Certification Directory for actual assemblies.

⁵ Periodically tested by independent and internal labs to ensure compliance with ASTM D3462 at the time of manufacture.

⁶ With sealant applied as specified in manufacturer's installation instructions for maximum wind speed coverage.

Note: See gaf.com/RidgeCapAvailability for regional availability.

We protect what matters most™



Timbertex® Ridge Cap Shingles Installation Instructions (English, Spanish and French)



*Quality You Can Trust...From
North America's Largest Roofing Manufacturer!™*

gaf.com

Quality You Can Trust...
From North America's Largest Roofing Manufacturer!™

¡Calidad En La Que Usted Puede Confiar...
Del Fabricante De Techos Más Grande De Norteamérica!™

Une Qualité à Laquelle Vous Pouvez Vous Fier...
Du Plus Gros Fabricant De Toitures En Amérique Du Nord!™



Premium Ridge Cap Shingles • Tablas Superiores Del Casquillo De Ridge • Bardeaux De La Meilleure Qualité



Figure 1

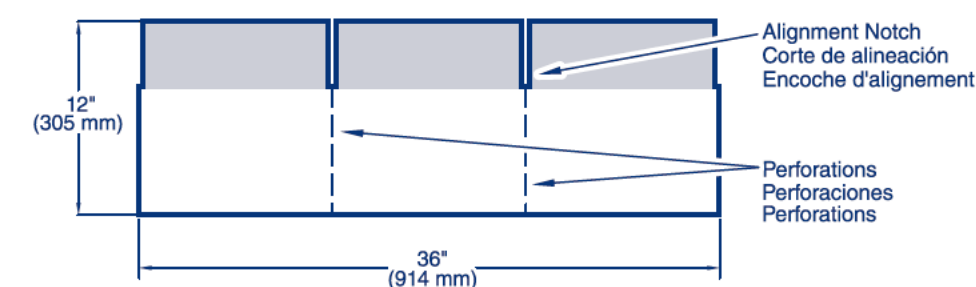


Figure 2

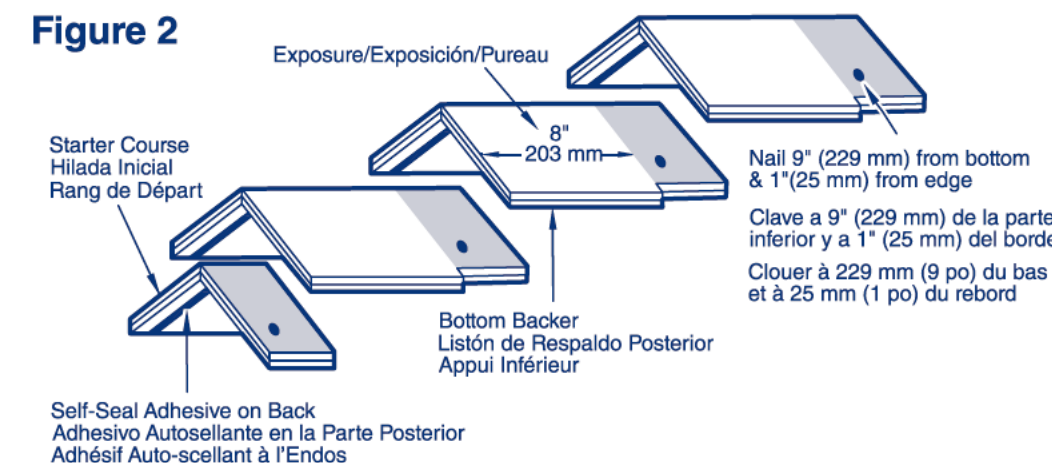
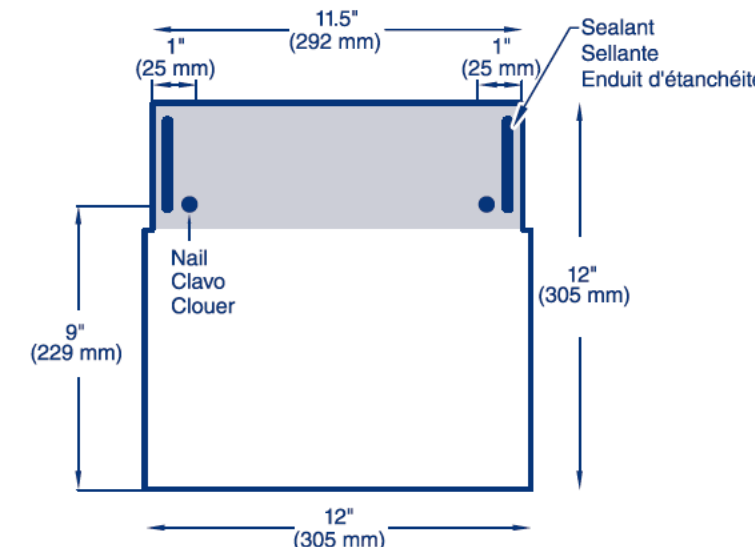


Figure 3



For maximum wind speed coverage under ltd. warranty, apply additional sealant as shown. See Special Application Section for specific details.

Para el alcance máximo de velocidad de viento bajo limitado. garantía, aplica sellador adicional como mostrado. Vea Sección Especial de Aplicación para detalles específicos.

Pour la couverture maximum de vitesse de vent sous limité. la garantie, appliquez de l'enduit d'étanchéité supplémentaire comme indiqué. Vea Sección Especial de Aplicación para detalles específicos.

APPLICATION INSTRUCTIONS

Step One – Separate each piece of Timbertex®... into three individual ridge cap shingle pieces at pre-scored perforations (see Figure 1).

Step Two – Prepare the starter course... Use a 12" x 12" (305 mm x 305 mm) ridge cap piece and cut along the line between the headlap and exposed area of the shingle. This will provide a double-thick 4" x 11.5" (102 mm x 292 mm) starter piece (see Figure 2).

Step Three – Install the 4" x 11.5" (102 mm x 292 mm) double-thick starter cap across the hip or ridge... starting at the bottom of the hip or from the end of the ridge opposite the direction of the prevailing wind. Note: For cold weather application or for maximum wind speed coverage under ltd. warranty, see special application section below.

Step Four – Begin laying full ridge cap shingle pieces 12" x 12" (305 mm x 305 mm) as shown (see Figure 2). Apply with an 8" (203 mm) exposure beginning at the bottom of the hip or from the end of the ridge opposite the direction of the prevailing wind. Use the alignment notch in the headlap area as a guide for installing the next ridge cap shingle.

Step Five – Fasten each ridge cap using 2 nails per piece 9" (229 mm) back from the exposed end and 1" (25 mm) up from the edge (see Figure 3 for location of nails). Use only zinc coated steel or aluminum, 10-12 gauge, barbed, deformed, or smooth shank roofing nails with heads 3/8" (10 mm) to 7/16" (11 mm) in diameter. Nails should be long enough to penetrate at least 3/4" (19 mm) into wood decks or just through plywood or OSB decks.

Nails must be driven flush with the surface of the shingle. Over driving will damage the shingle. Raised nails will interfere with the wind resistance of the shingles.

Special Application Section:

For Cold Weather Application

- In cold weather, warm Timbertex® Ridge Cap Shingles before bending.
- When self-sealing may be delayed due to cold weather, apply quarter-sized dabs of asphalt plastic cement (must conform to ASTM D4586 Type I or Type II) between ridge cap pieces and press firmly to insure good contact between pieces.

For Maximum Wind Speed Coverage Under Ltd. Warranty

- Apply a 1/4" (6 mm) wide bead of Henkel PL® Urethane Sealant or Sonneborn® NP-1™ Urethane Sealant to each ridge cap shingle 3/4"-1" (19 mm – 25 mm) from the shingle edge, set parallel to the ridge (see Figure 3).
- Note: Excessive application of tab sealant can cause blistering of ridge cap shingle.

INSTRUCCIONES DE APLICACIÓN

Paso uno – Separe cada pieza de Timbertex®... en tres piezas individuales con borde en las perforaciones marcadas previamente (ver la Figura 1).

Paso dos – Prepare el trayecto de inicio... Utilice una pieza de cumbrera de 12" x 12" (305 mm x 305 mm) y corte por la línea entre la parte superior y el área expuesta de la teja. Esto proporcionará una pieza inicial de espesor doble de 4" x 11.5" (102 mm x 292 mm) (ver Figura 2).

Paso tres – Coloque el tope inicial de triple grosor de 4" x 11.5" (102 mm x 292 mm) a través de la cumbrera o borde... empezando en la parte inferior de la cumbrera o desde el extremo del borde opuesto a la dirección del viento predominante. Nota: Para la aplicación en clima frío o para la cobertura de velocidad máxima del viento conforme a la garantía limitada, consulte la sección sobre la aplicación especial a continuación.

Paso cuatro – Comience a colocar piezas de tejas de tope de borde completo de 12" x 12" (305 mm x 305 mm)... como se muestra (ver Figura 2). Aplique con una exposición de 8" (203 mm) comenzando en la parte inferior de la cumbrera o desde el extremo del borde opuesto a la dirección del viento predominante. Utilice la muesca de alineación en el área superior como una guía para instalar la siguiente teja con borde.

Paso cinco – Aplique cada tope de borde usando 2 clavos por pieza a 9" (229 mm) hacia atrás del extremo expuesto y a 1" (25 mm) subiendo por el borde (ver la Figura 3 para la ubicación de los clavos). Use únicamente clavos de techado de acero o aluminio galvanizados, de calibre 10-12, arponados, deformados o con espiga

suave con cabezas de 3/8" (10 mm) a 7/16" (11 mm) de diámetro. Los clavos deben ser suficientemente largos como para penetrar al menos 3/4" (19 mm) en las plataformas base de techos o apenas en las plataformas base de madera terciada o plataformas de OSB. Los clavos deben ser colocados a nivel con la superficie de la teja. La clavadura excesiva dañará a la teja. Los clavos elevados interferirán con la resistencia al viento de las tejas.

Sección de Aplicación Especial:

Para Aplicación en Climas Fríos

- En climas fríos, caliente las Tejas de Tope de Borde Timbertex® antes de doblarlas.
- Cuando el autosellador pudiera verse demorado debido a climas fríos, aplique untaduras de un cuarto de cemento plástico asfáltico (debe cumplir con la ASTM D4586 Tipo I o Tipo II) entre las piezas de tope de borde y presione firmemente para garantizar un buen contacto entre las piezas.

Para la cobertura de velocidad máxima del viento conforme a la garantía limitada

- Aplique una porción de 1/4" (6mm) de ancho de Sellador de uretano Henkel PL® o Sellador de uretano Sonneborn® NP-1™ a cada teja a 3/4"-1" (19 mm – 25 mm) desde el borde de la teja, de forma paralela al borde (ver Figura 3).
- Nota: La aplicación excesiva de sellador para orejetas puede causar el ampollado de la teja de tope de borde.

INSTRUCTIONS POUR L'INSTALLATION

Étape Un – Séparer chaque pièce de Timbertex®... en trois pièces individuelles de bardeau de faitage aux perforations pré-marquées (voir Figure 1).

Étape Deux – Préparer le rang de départ... Utiliser une pièce de bardeau de faitage de 12 x 12 po (305 mm x 305 mm) et couper le long de la ligne entre le chevauchement et la portion exposée du bardeau. Cela fournira une pièce de départ de double épaisseur de 4 x 11.5 po (102 mm x 292 mm) (voir Figure 2).

Étape Trois – Installer le bardeau de faitage de départ à double épaisseur de 4 x 11.5 po (102 mm x 292 mm) sur l'arête ou le faite... en commençant au bas de l'arête ou du bout du faite en direction opposée des vents dominants. Remarque: Pour une application en température froide ou pour une couverture maximale contre les vents selon la garantie limitée, voir la section d'application spéciale ci-dessous.

Étape Quatre – Commencer à étendre des pièces de pleine grandeur de bardeau de faitage de 12 x 12 po (305 mm x 305 mm) tel qu'illustré (voir Figure 2). Appliquer avec un pureau de 8 po (203 mm) en commençant au bas de l'arête ou de l'extrémité du faitage en direction opposée des vents dominants. Utiliser l'encoche d'alignement dans la région de chevauchement comme un guide pour l'installation du prochain bardeau de faitage.

Étape Cinq – fixer chaque bardeau de faitage à l'aide de 2 clous par pièce à 9 po (229 mm) à l'arrière du bout exposé et à 1 po (25 mm) en haut de rebord (voir la Figure 3 pour l'emplacement des clous). Utiliser uniquement des clous en acier galvanisé ou en aluminium, de calibre

10-12, à tige indentée, déformés ou des clous à toiture à tige lisse avec des têtes de 10mm à 11 mm (3/8 po à 7/16 po) de diamètre. Les fixations doivent être assez longues pour pénétrer d'au moins 3/4 po (19 mm) dans le platelage en bois ou juste au travers des platelages en contreplaqué ou en OSB. Les clous doivent être entraînés à effleurément avec la surface du bardeau. Trop les enfoncer endommagera le bardeau. Les clous levés vont interférer avec la résistance aux vents des bardeaux.

Section d'application spéciale

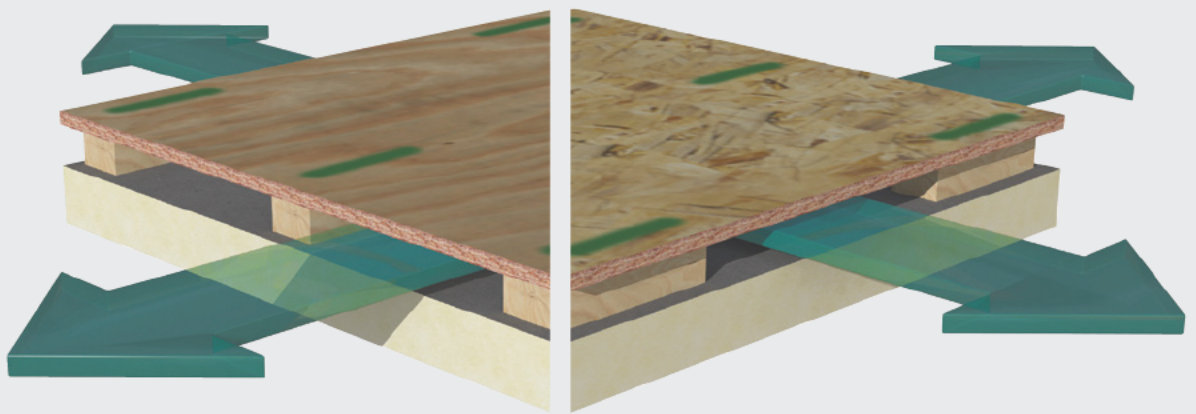
Pour Application en Température Froide

- En température froide, chauffer les Bardeaux de Faitage Timbertex® avant de les plier.
- Lorsque l'auto-scellement peut être retardé en raison de température froide, appliquer du ciment plastique asphalté de la taille d'une pièce de 25 sous (conforme à ASTM D4586 Type I ou Type II) entre les pièces de bardeau de faitage et presser fermement pour assurer un bon contact entre les pièces.

Pour une Couverture Maximale Contre les Vents Selon la Garantie Limitée

- Appliquer une largeur de 1/4po (6 mm) de scellant à l'uréthane Henkel PL® ou de scellant à l'uréthane Sonneborn® NP-1™ sur chaque bardeau de faitage entre 3/4 à 1 po (19 mm à 25 mm) du rebord du bardeau, parallèle au faite (voir Figure 3).
- Remarque: Une application excessive de scellant sous les pattes peut causer des poches d'air sous le bardeau de faitage.

HUNTER



COOL-VENT®

INSTALLATION AND DESIGN
CRITERIA GUIDE



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COOL-VENT

Vented Nailbase Polyisocyanurate Insulation Panel for Steep Slope Roof Applications

Cool-Vent is a venting composite insulation board that consists of a 4'x8' panel of closed cell rigid polyisocyanurate, a middle layer of solid wood spacers, creating a standard 1" air space and a top layer of APA/TECO rated OSB or plywood. Cool-Vent is the environmentally intelligent choice for steep slope roofing applications and is viable in green and sustainable building designs.

APPLICATIONS

Cool-Vent is custom built to incorporate the individual specifications of the building designer. Cool-Vent is for use on slopes of 3:12 or greater (for lower slope considerations see H-Shield NB).

- To achieve optimal thermal performance, Hunter Panels recommends installation of a multi-layered system with staggered joints.

Applicable construction types include:

- Non-insulated Cathedral and Vaulted Ceilings
- Exposed ceiling designs beneath steel, plywood, tongue & groove deck types in commercial and residential constructions
- Log Home applications
- Post & Beam constructions

Acceptable Roof Coverings:

- Shingles
- Slate (Natural and Synthetic)
- Tile
- Standing Seam Metal Roof Systems

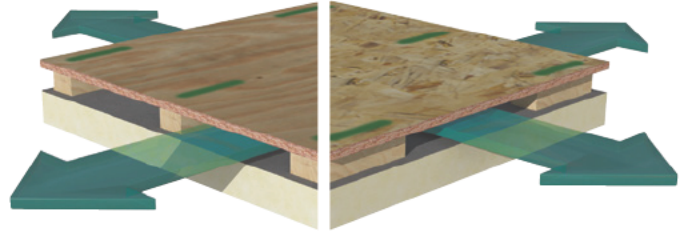
PANEL CHARACTERISTICS

- Manufactured with NexGen Chemistry: Contains no CFCs, HCFCs, HFCs, is Zero ODP, EPA Compliant and has virtually no GWP
- 75% lateral air movement
- Optimal cooling and ventilation through 92% open air space
- ASTM C1289 Type II, Class 1, Grade 2 (20 psi)
- Available in 4' x 8' (1220mm x 2440mm) panels in overall thicknesses of 2.5" (64mm) to 5.0" (127mm)
- Multiple Substrate Types Available:
 - OSB: 7/16" or 5/8"
 - Plywood: 5/8", 3/4" (CDX or CDX Fire-Treated)
- The edges of the wood panels are rabbeted to provide for expansion and contraction of the wood while allowing the foam edges to be installed tightly to achieve thermal integrity across the entire roof deck
- Wood spacers less than 12" apart; minimizes deflection
- Design flexibility: 1.5" and 2" wood spacers available for increased air flow (when eave ridge distance is over 20 feet)
- Exceeds requirements of ARMA Tech Bulletin 211-RR-24 regarding minimum depth of air space

POTENTIAL LEED CREDITS FOR POLYISO USE

Energy and Atmosphere

- Optimize Energy Performance



Materials & Resources

- Building Life-Cycle Impact Reduction
- Environment Product Declaration
- Material Reuse
- Recycled Content
- Construction and Demolition Waste Management

Indoor Environmental Quality

- Thermal Comfort

COOL-VENT THERMAL VALUES

Long Term Thermal Resistance Values are based on ASTM C 1289

Thickness [†]		Minimum R-Value	Flute Spanability
(inches)	(mm)		
2.5	64	5.7	2 5/8"
3.0	76	8.6	4 3/8"
3.5	89	11.4	4 3/8"
4.0	102	14.4	4 3/8"
4.1	104	15.0	4 3/8"
4.5	114	17.4	4 3/8"
5.0	127	20.5	4 3/8"

[†]Thickness is calculated with 7/16" OSB and 1" airspace. For other dimensions contact Hunter Panels. Cool-Vent is only manufactured in the sizes listed above and on our packaging and weight chart. R-values other than those listed can be achieved by installing a multi layer system consisting of an additional layer of flat polyiso under Cool-Vent.

DEFINITION OF NFA/LF

The Net Free Area of Ventilation Per Linear Foot is derived by multiplying the air space in inches by the length in inches of the Cool-Vent panel. The area of the wood spaces is then subtracted and the difference is divided by 4 or 8.

Airspace Dimension	NFA/LF
1.0"	7.5/9.5 sq inch
1.5"	11.25/14.25 sq inch
2.0"	15.00/19.0 sq inch

CODES AND COMPLIANCES

- ASTM C 1289 Type II, Class 1 Grade 2 (20 psi)
- International Building Code (IBC) Chapter 26
- State of Florida Product Approval Number FL 5968
- Miami Dade County Product Control Approved

UNDERWRITERS LABORATORIES INC CLASSIFICATIONS

- TGDY. R20624 Shingle Deck Accessory; Cool-Vent roof insulation is classified for use with any Class A, B, or C asphalt organic shingles, metal or tile roof coverings.
- UL 1256
- Insulated Steel Deck Construction Assemblies – No. 120, 123
- UL 790
- UL 263 Hourly Rated P Series Roof Assemblies

UL CLASSIFIED FOR USE IN CANADA

- Refer to UL Directory of Products Certified for Canada for more details

FACTORY MUTUAL APPROVALS

- FM 4450, FM 4470

TYPICAL PHYSICAL PROPERTY DATA

Polyiso Foam Core Only

Physical Property	Test Method	Value
Compressive Strength	ASTM D 1621	20 psi (138kPa, Grade 2)
Dimensional Stability	ASTM D 2126	2% linear change (7 days)
Moisture Vapor Transmission	ASTM E 96	< 1 perm (57.5ng/(Pa•s•m ²))
Water Absorption	ASTM C 209	<1% volume
Flame Spread*	ASTM E 84	< 75
Smoke Developed*	ASTM E 84	< 450
Service Temperature	-	-100° to 250°F (-73°C to 122°C)

*Meets the requirements of the IBC code. For specific Flame Spread or Smoke Developed Ratings please contact the Hunter Panels Technical Department

FASTENING GUIDELINES

Hunter Panels requires the use of the Hunter Panels SIP SD Panel Fastener for steel deck applications, the SIP WD for plywood deck applications, and SIP HD for heavy duty steel decks.

WARNINGS AND LIMITATIONS

Insulation must be protected from open flame and kept dry at all times. Store above ground on pallets and cover with breathable tarpaulins. Install only as much Polyiso as can be covered the same day with the completed roofing system. Do not leave exposed. This panel consists of insulation, wood spacers, and the top layer of OSB or Ply. All materials are glued together for transportation and handling purposes only. Support the panel from the bottom layer when relocating to the desired location. Improper handling may cause components to separate. Separation of the components will not affect the performance of the products once properly installed. Hunter Panels will not be responsible for specific designs by others, for deficiencies in construction or workmanship, for dangerous conditions on the job site, or for improper storage and handling.

INSTALLATION

- Install Cool-Vent only over fully supported structural decking
 - Cool-Vent is NOT a structural panel
 - Hunter Panels recommends Cool-Vent be applied perpendicular to the flutes in steel deck applications
 - The use of 15# and 30# roofing felt is not recommended under asphalt shingles when using Hunter Panels Cool-Vent product
 - Install Cool-Vent on slopes 3:12 or greater
- NOTE: When installing Cool-Vent over an acoustical deck, check local codes for fire ratings. The use of a 5/8" minimum gypsum fire barrier may be required.

The Use of Synthetic Underlayments

Hunter Panels strongly suggests the use of a synthetic underlayment under asphalt shingles unless otherwise specified by the shingle manufacturer. Synthetic underlayments provide excellent water resistance and absorb no moisture.

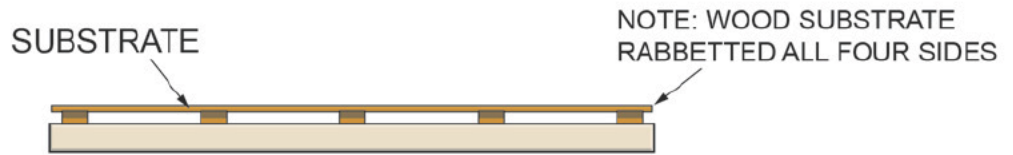
Vapor Retarders

Vapor barriers also serve as air barriers to limit the movement of moisture-laden air from the interior to the exterior. This is especially important during the construction phase where excessive moisture drive is present. To determine whether a vapor retarder is necessary, we recommend that calculations on the building's interior relative humidity, interior temperature conditions and outside temperature fluctuations during the various seasons be performed prior to the completion of the design. Excessive moisture migration can cause unwanted condensation that will potentially damage the system or infiltrate the occupied space. Hunter Panels strongly suggests the use of a vapor retarder with a perm value of 0.5 or less on all projects except in extreme cooling conditions. This criteria varies with geological location therefore consult a licensed design professional, architect, or engineer to establish whether or not a vapor retarder is necessary and to specify its type and location within the assembly. This criteria varies with geographical location and is therefore specific to each project.

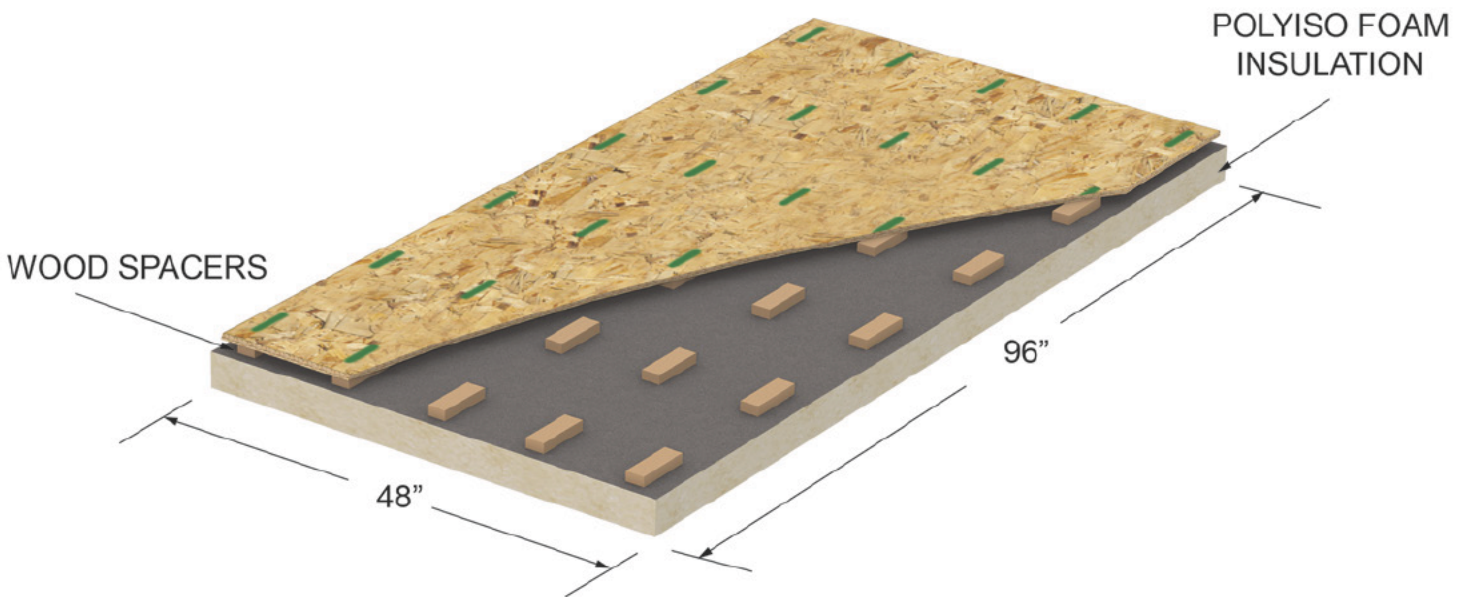
Review manufacturer's specifications and details for complete installation information.



PLAN VIEW / BLOCK ILLUSTRATION



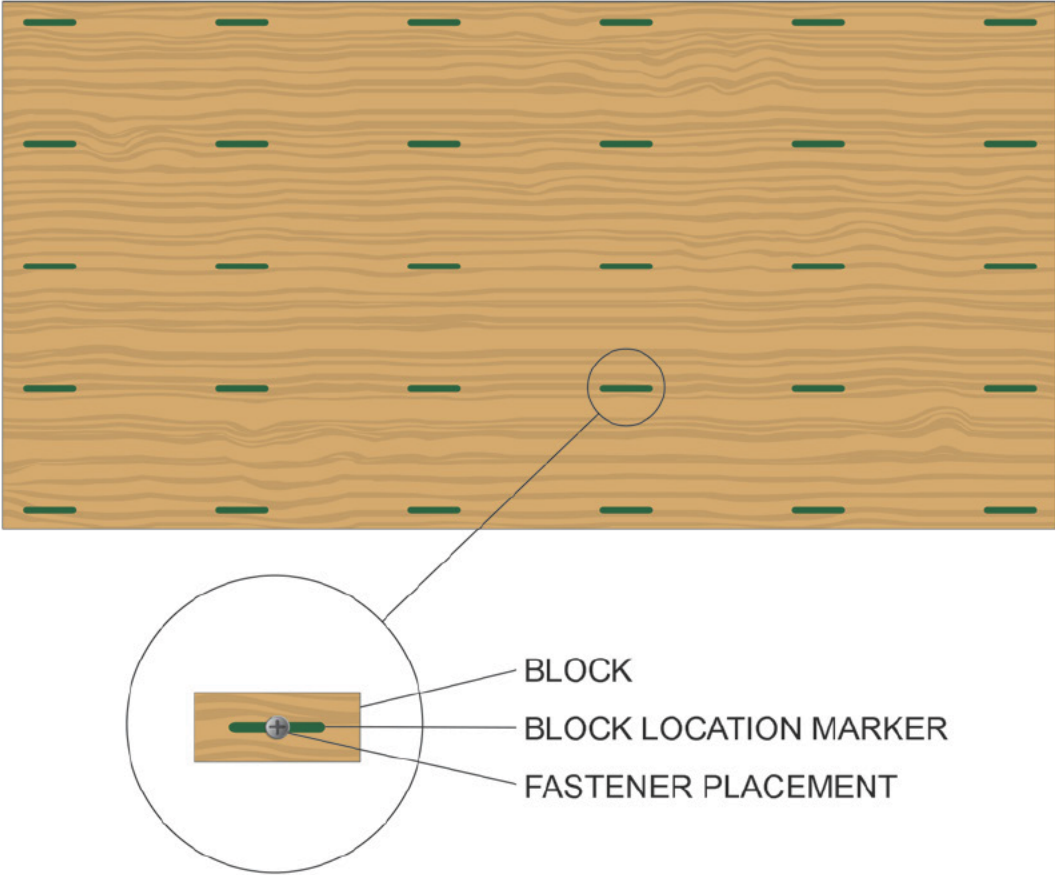
COOL-VENT INSULATION



BLOCK MARKINGS

NOTES

- Cool-Vent panels have painted markings on the substrate to indicate block locations. Fasteners need to be installed within 1" of this marked area. On steel decks be sure to fasten into the top flute.
- See pages 7 and 8 for Cool-Vent orientation in regards to flute direction.



STEEP SLOPE FASTENING PATTERNS FOR COOL-VENT

For slope 3:12 to 12:12

ROOF TYPES

- Shingles
- Slate
- Tile
- Standing Seam Metal

DECK TYPES

- Wood
- Steel

NOTES

- Cool-Vent must be fastened into a structural roof deck. Cool-Vent is not a structural panel and should not be installed directly to framing.
- Cool-Vent panels have painted markings on the substrate to indicate block locations. Fasteners need to be installed within 1" of this marked area. On steel decks be sure to fasten into the top flute.
- See pages 12 and 13 for Cool-Vent orientation in regards to steel deck flute direction.
- For a complete fastening guide, please contact Hunter Panels or refer to DrJ TER 2101-01.
- For fastening pattern images, please contact Hunter Panels or refer to the Cool-Vent Steep Slope Fastening Pattern Guide on our website.



Technical Evaluation Report™

TER 2101-01

TRUFAST® SIP Fasteners for Use in Vented and Non-Vented Nailable Insulation Panels in Roofing Applications

Altenloh, Brinck & Co. US, Inc.

Products:
SIPTP and SIPLD

Issue Date:
May 6, 2021

Revision Date:
February 16, 2023

Subject to Renewal:
April 1, 2024



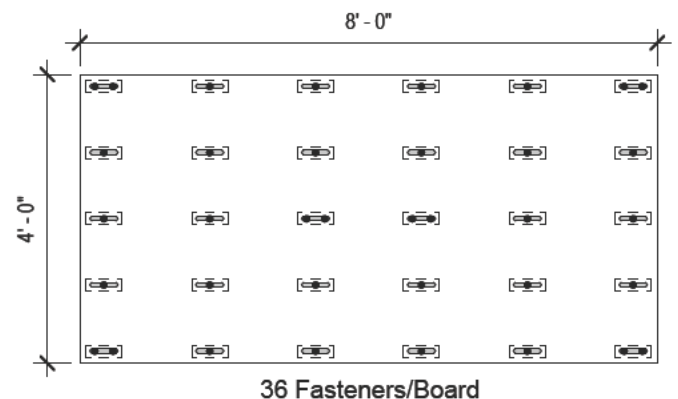
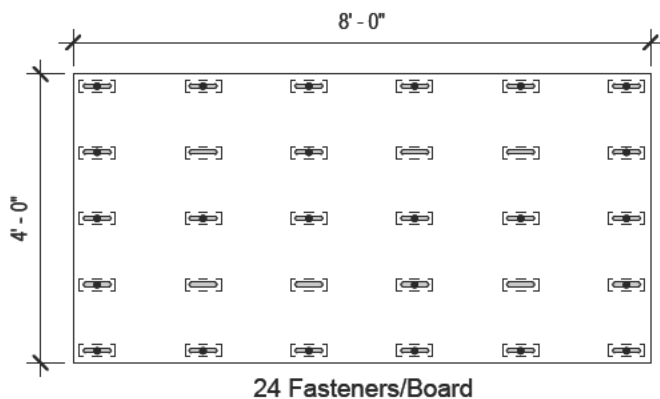
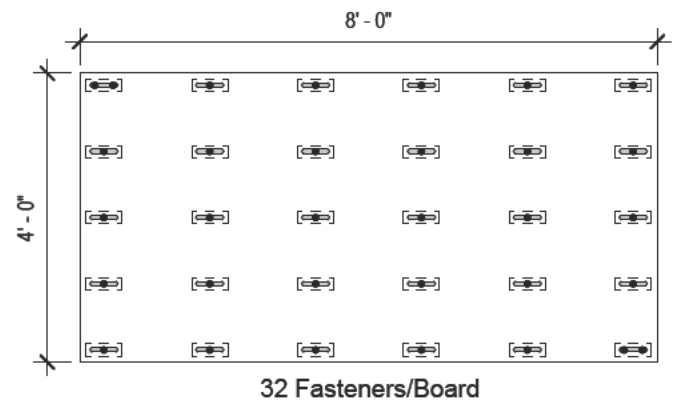
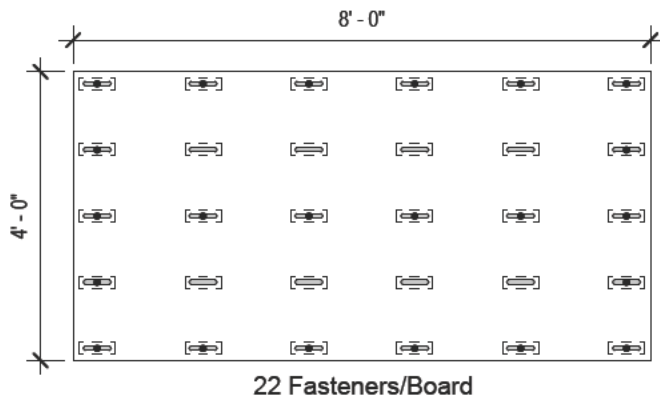
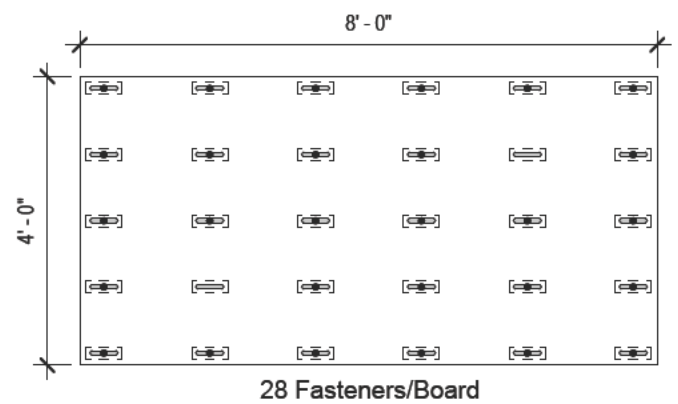
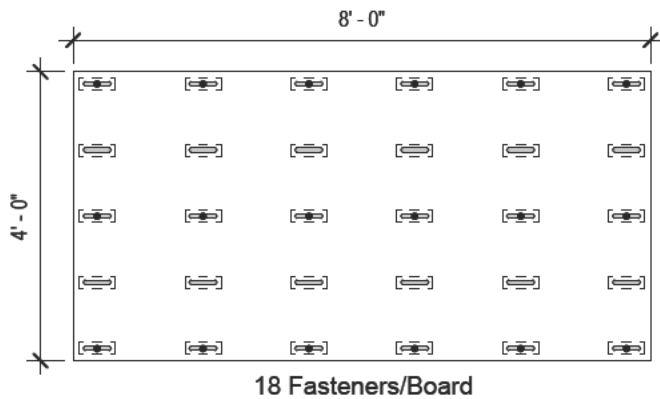
Use the QR code to access the most recent version or a sealed copy of this Technical Evaluation Report (TER) at drcertification.org.

COOL-VENT

Wood, Steel, or Structural Concrete Roof Decks

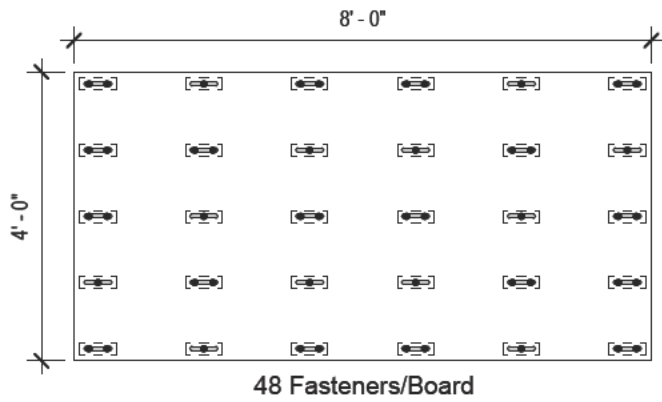
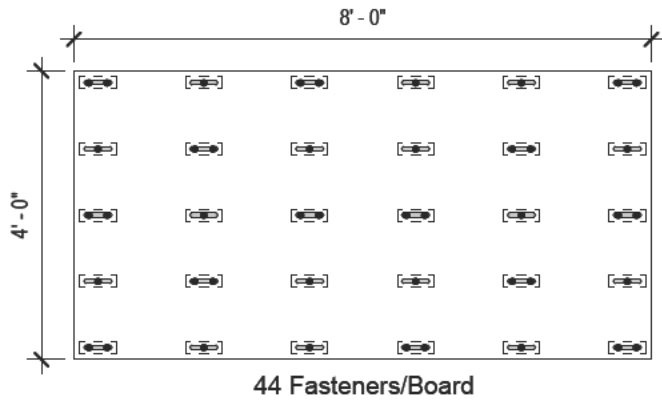
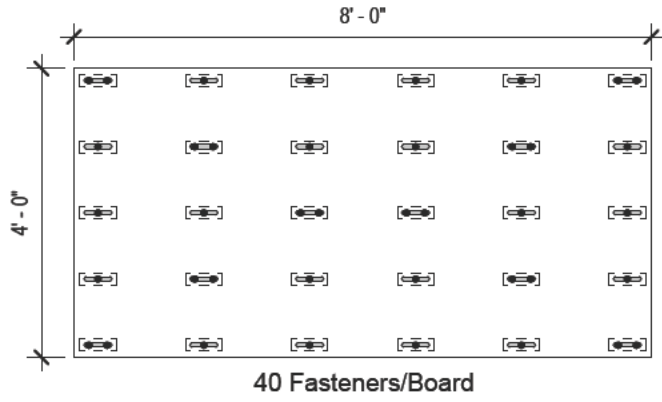
NOTES

- Please refer to DrJ TER 2101-01 for required number of fasteners per 4' x 8' nailable insulation panel. Where fastening pattern quantities differ from quantities in DrJ TER 2101-01, use pattern with the next highest fastener quantity.
- Cool-Vent panels have painted markings on the substrate to indicate block locations. Fasteners need to be installed within 1" of this marked area. On steel decks be sure to fasten into the top flute.
- See pages 12 and 13 of the Cool-Vent Installation Guide for Cool-Vent orientation in regards to steel deck flute direction.



COOL-VENT

Wood, Steel, or Structural Concrete Roof Decks



WOOD DECKS

Fastener Information - SIP WD

The Hunter Panels SIP WD Fastener is intended to mechanically attach Cool-Vent and H-Shield NB to wood substrates. The Hunter Panels SIP WD Fastener has the following features:

- FM approved—plates not required
- Pull-out values for plywood
- Star/spider head eliminates need for washer and offers dramatically increased pull-out value
- Multiple bits included in each pail
- 100% American made
- Fast, one-step installation
- No pre-drilling

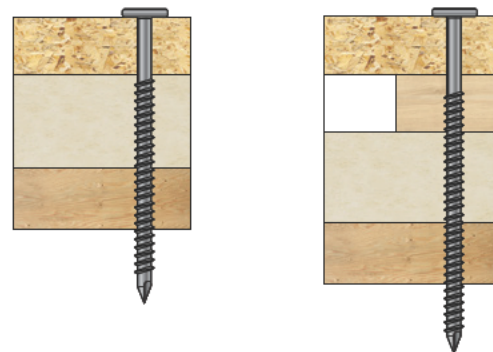
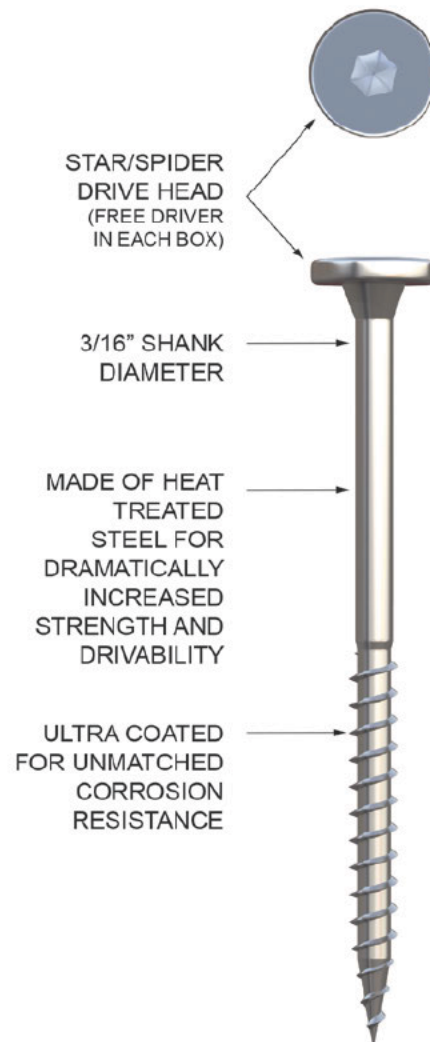
Test Description	Typical Value
Pull-through (lbs)	630
Pull-out (lbs):	
1/2" plywood	442
5/8" plywood	459
3/4" plywood	710
Douglas Fir (1" pen.)	768

Fasteners should never be struck with a hammer during installation.

PHYSICAL DATA CHART

Head Diameter	.625"
Thread Diameter	.240", .255"
Shank Diameter	.190"
Fastener Length	3.5", 4", 4.5", 5", 5.5", 6", 6.5", 7", 7.5", 8", 9", 10", 11", 12", 13", 14"

- Fastener thread shall extend a minimum of 3/4" beyond the underside of OSB/plywood decks.
- Fastener thread shall penetrate a minimum of 1" into plank/T&G decks.
- Values are per FM 4470.



STEEL DECKS

Fastener Information - SIP SD

The Hunter Panels SIP SD Fastener is intended to mechanically attach Cool-Vent and H-Shield NB to 18 – 22 gauge corrugated steel decking and structural concrete. The Hunter Panels SIP SD Fastener has the following features:

- FM approved—plates not required
- Pull-out values for steel
- Star/spider head eliminates need for washer and offers dramatically increased pull-out value
- Multiple bits included in each pail
- 100% American made
- Fast, one-step installation
- No pre-drilling when used on a steel deck

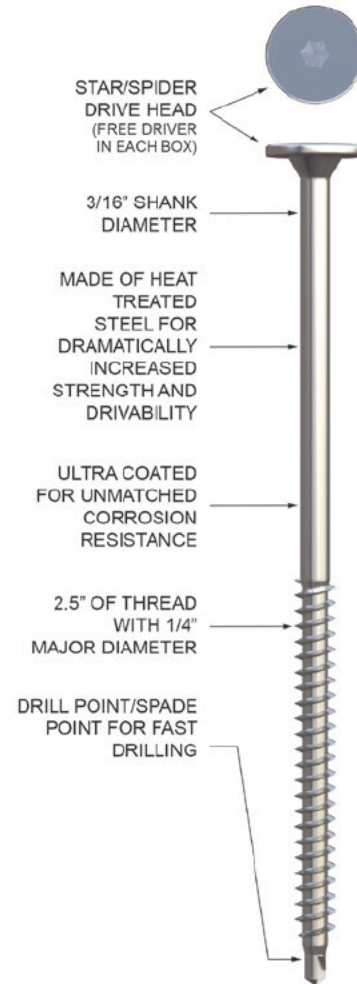
Test Description	Typical Value
Pull-through (lbs)	630
Pull-out (lbs):	
22 gauge metal	510
18 gauge metal	920

Fasteners should never be struck with a hammer during installation.

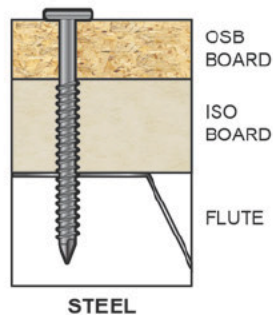
PHYSICAL DATA CHART

Head Diameter	.625"
Thread Diameter	.240", .255"
Shank Diameter	.190"
Fastener Length	3.5", 4", 4.5", 5", 5.5", 6", 6.5", 7", 7.5", 8", 9", 10", 11", 12", 13"

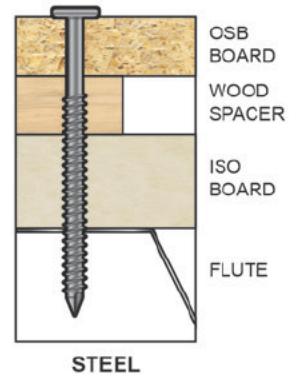
- Fastener thread shall extend 3/4" beyond underside of steel decks.
- For installation into structural concrete, predrill with 3/16" masonry bit. Install using a maximum 2,500 rpm screw gun.
- Values are per FM 4470



H-SHIELD NB



COOL-VENT



HEAVY DUTY STEEL DECKS

Fastener Information - SIP HD

Hunter Panels SIP HD Fastener is intended to mechanically attach Cool-Vent or Hunter NB to 16 gauge or greater corrugated steel decking. Hunter Panels SIP HD Fastener has the following features:

- FM approved—plates not required
- Pull-out values for steel
- Star/spider head eliminates need for washer and offers dramatically increased pull-out value
- Multiple bits included in each pail
- 100% American made
- Fast, one-step installation
- SIP HD is for 16 gauge or thicker steel deck
- No pre-drilling

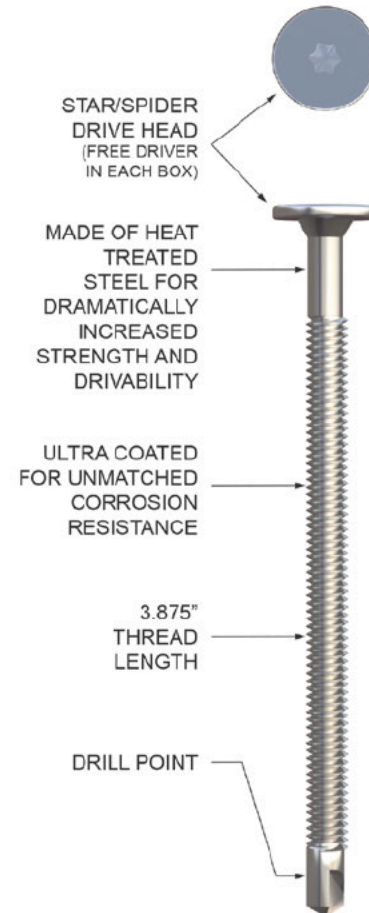
Test Description	Typical Value
Pull-through (lbs)	630
Pull-out (lbs):	
Structural Steel 16 ga	770

Fasteners should never be struck with a hammer during installation.

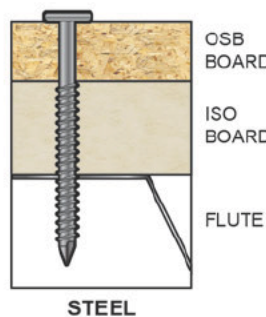
PHYSICAL DATA CHART

Head Diameter	.625"
Thread Diameter	3.875", .212"
Shank Diameter	.212", .190"
Fastener Length	4.5", 6.0", 8.0"

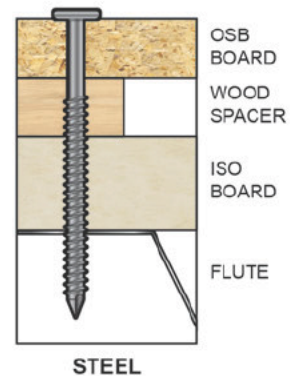
- Fastener thread shall extend 3/4" beyond the underside of steel decks.
- Values are per FM 4470.



H-SHIELD NB



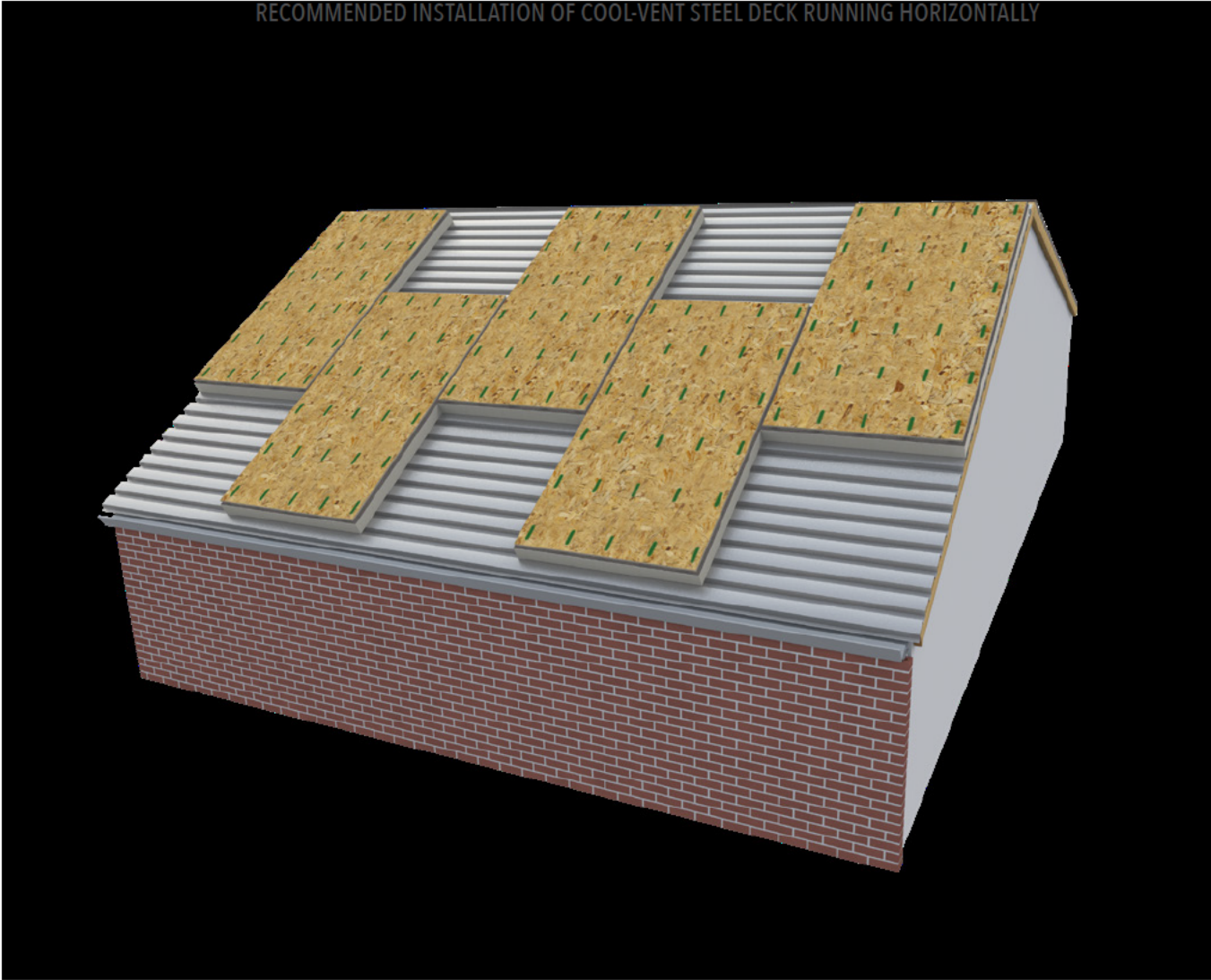
COOL-VENT



HORIZONTAL STEEL DECK

NOTES

- Run 8' side of Cool-Vent perpendicular to the direction of the flutes of steel decking.

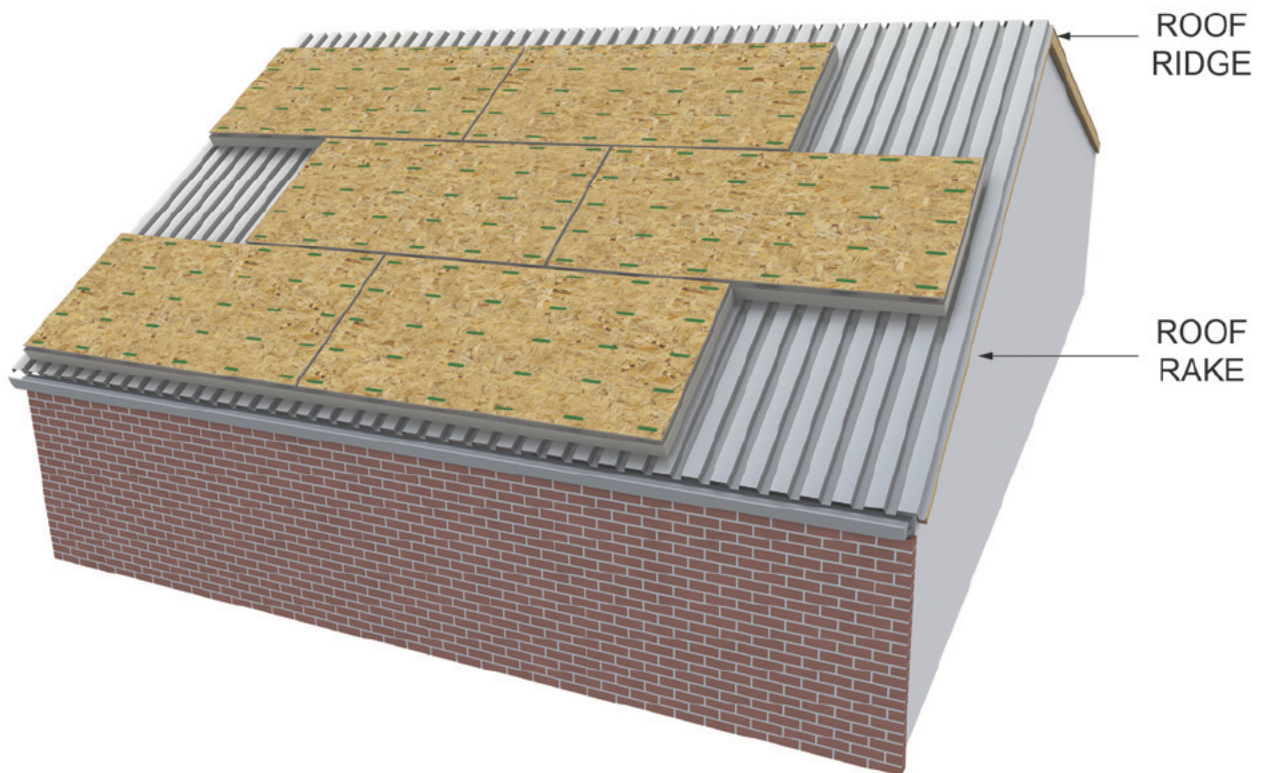


VERTICAL STEEL DECK

NOTES

- Run 8' side of Cool-Vent perpendicular to the direction of the flutes of steel decking.

RECOMMENDED INSTALLATION OF COOL-VENT STEEL DECK RUNNING VERTICALLY

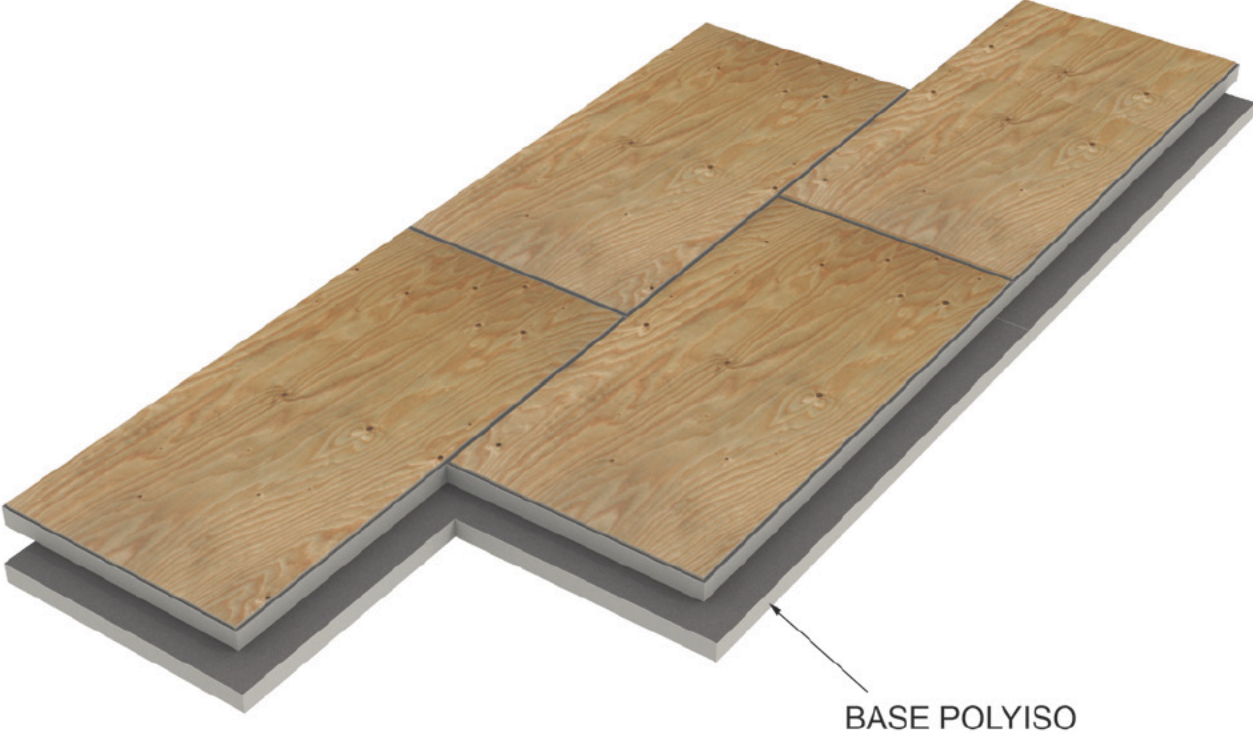


SUGGESTED LAYOUT FOR TWO-LAYER SYSTEM

Cool-Vent over flat polyiso

NOTES

- Recommend a minimum of 6" stagger on all sides of the base layer and subsequent layers of polyiso being installed in a multi-layer system.

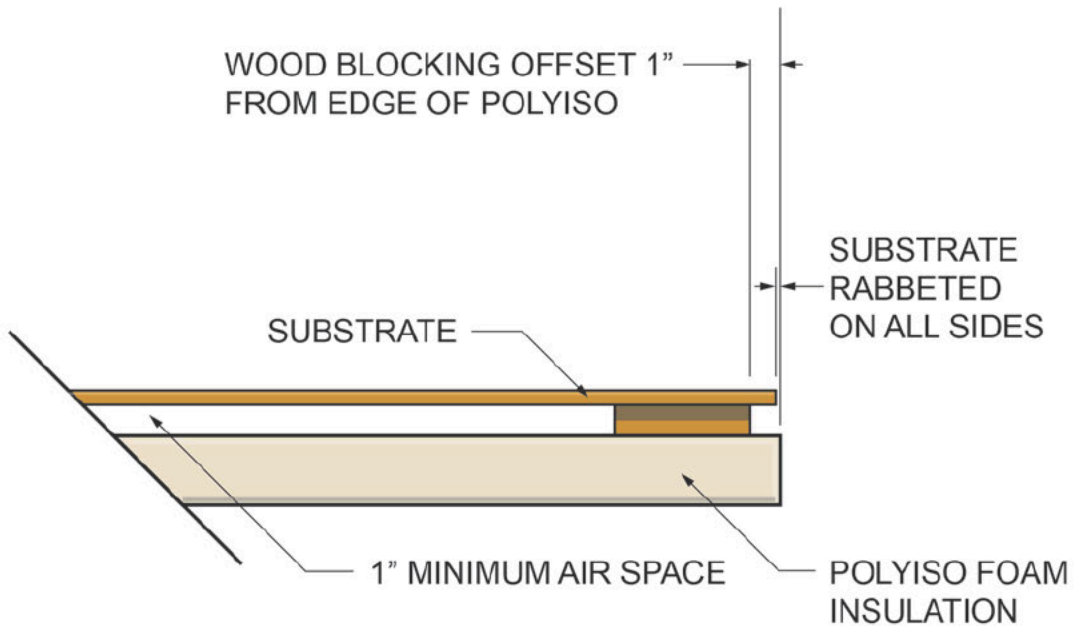


RABBETED EDGE DETAIL

NOTES

Rabbeted Edge Definition

- The wood substrate on Cool-Vent is rabbeted (routed) back on all four wood sides to allow for expansion of the wood substrate.

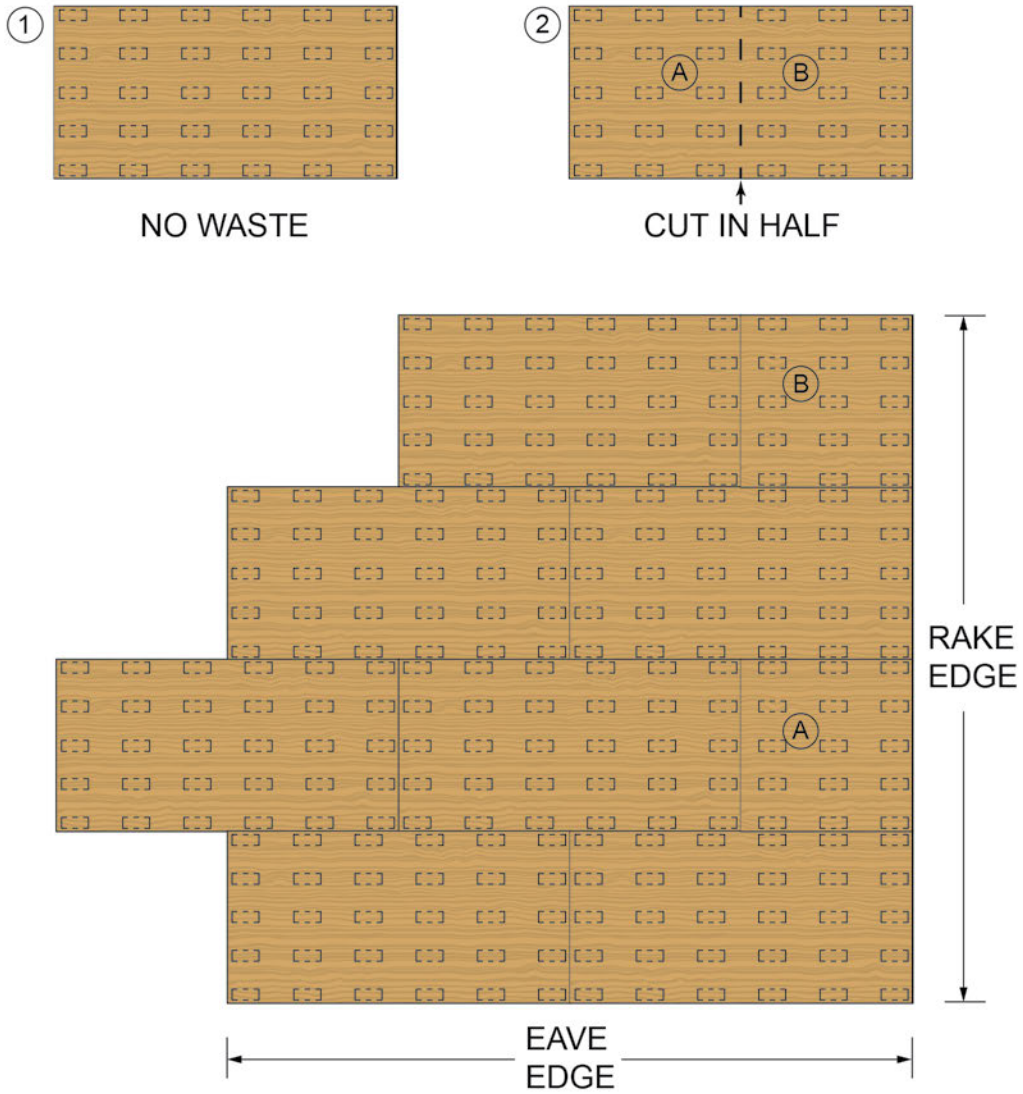


INSULATION EDGE DETAIL

GETTING STARTED

NOTES

- Stagger rows by following Cool-Vent layout above. Cool-Vent can be cut 48" o.c. to provide two equal halves, no waste then occurred. (DO NOT DISCARD UNUSED BLOCKS.)



EAVE AND RAKE DETAIL

NOTES

Vapor Retarder

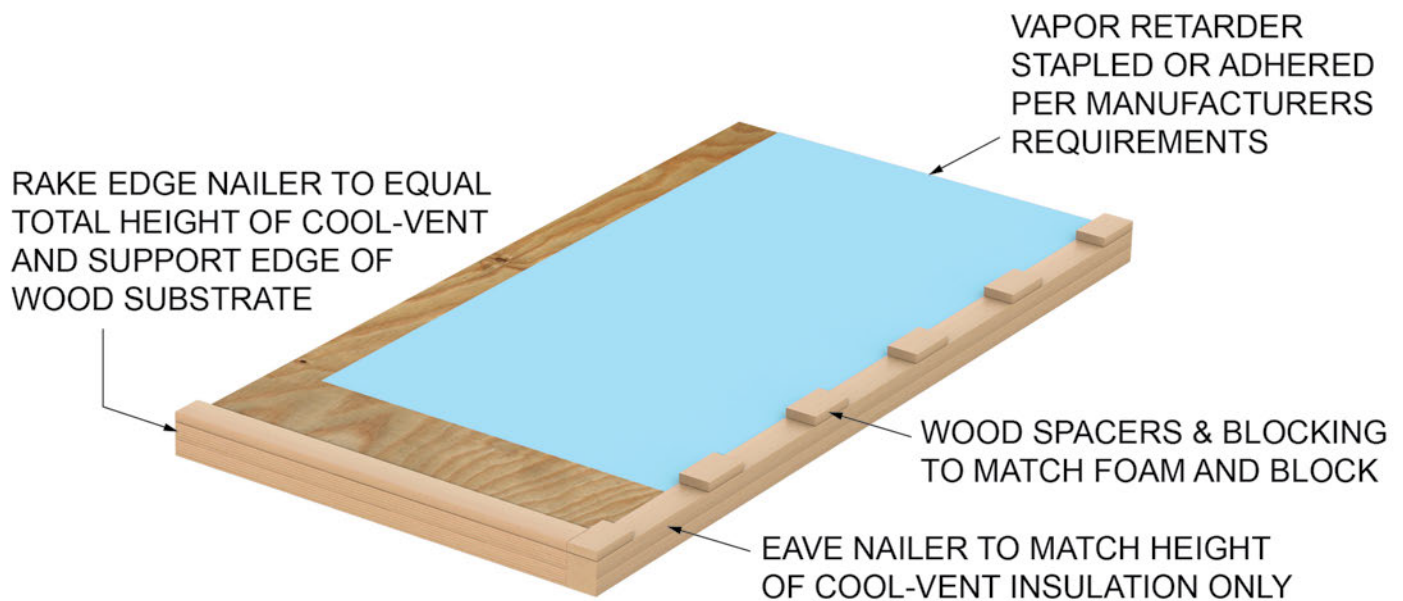
- Perm rating should be .5 or less as determined by ASTM E-96. The need for and location of a vapor retarder system varies depending on the location, climate conditions and the intended use of the structure beneath it. **Consult a licensed architect or engineer for recommendations regarding this important design consideration.**

Eave Edge

- Pressure treated blocking equal to the foam thickness of Cool-Vent shall be installed along the eave edge. Cool-Vent foam should then be trimmed back to equal eave blocking and then spacers and substrate to be placed on top of eave blocking and secured to allow air flow at eave.
- Do not discard wood spacers from Cool-Vent when applying along the eave, as they can be used at another juncture in the installation.

Rake Edge

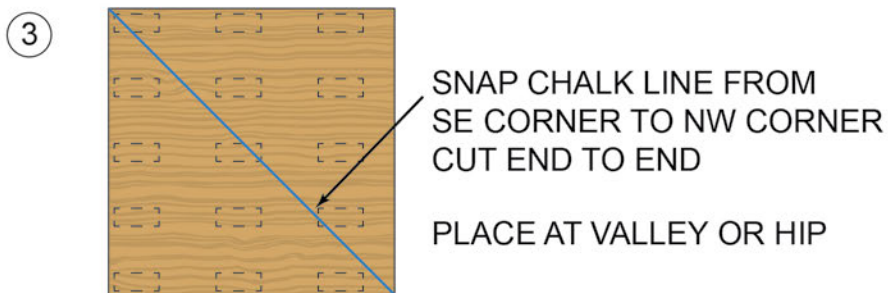
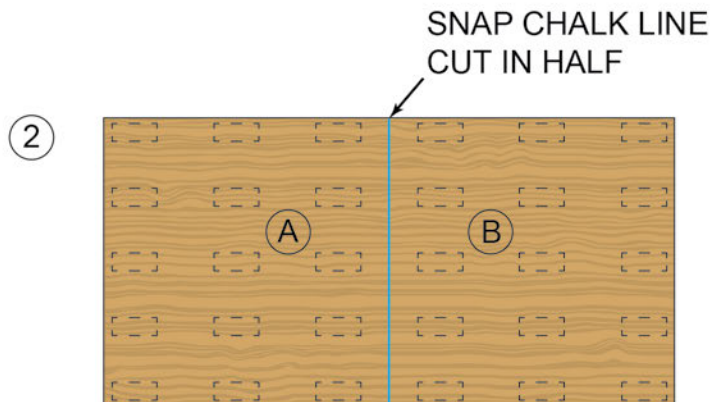
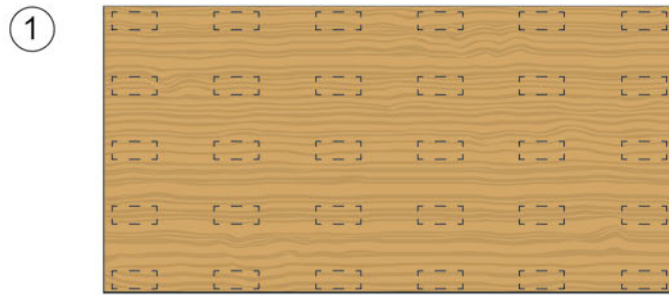
- Pressure treated nailer(s) equal to the Cool-Vent overall thickness, shall be installed along the rake to protect exposed edge of insulation. Ice and watershed or approved shingle felt should then be applied to furthest edge of rake blocking and secured per manufacturers specifications.
- Do not discard wood spacers from Cool-Vent when applying along the rake.



HIP AND VALLEY CUTTING

NOTES

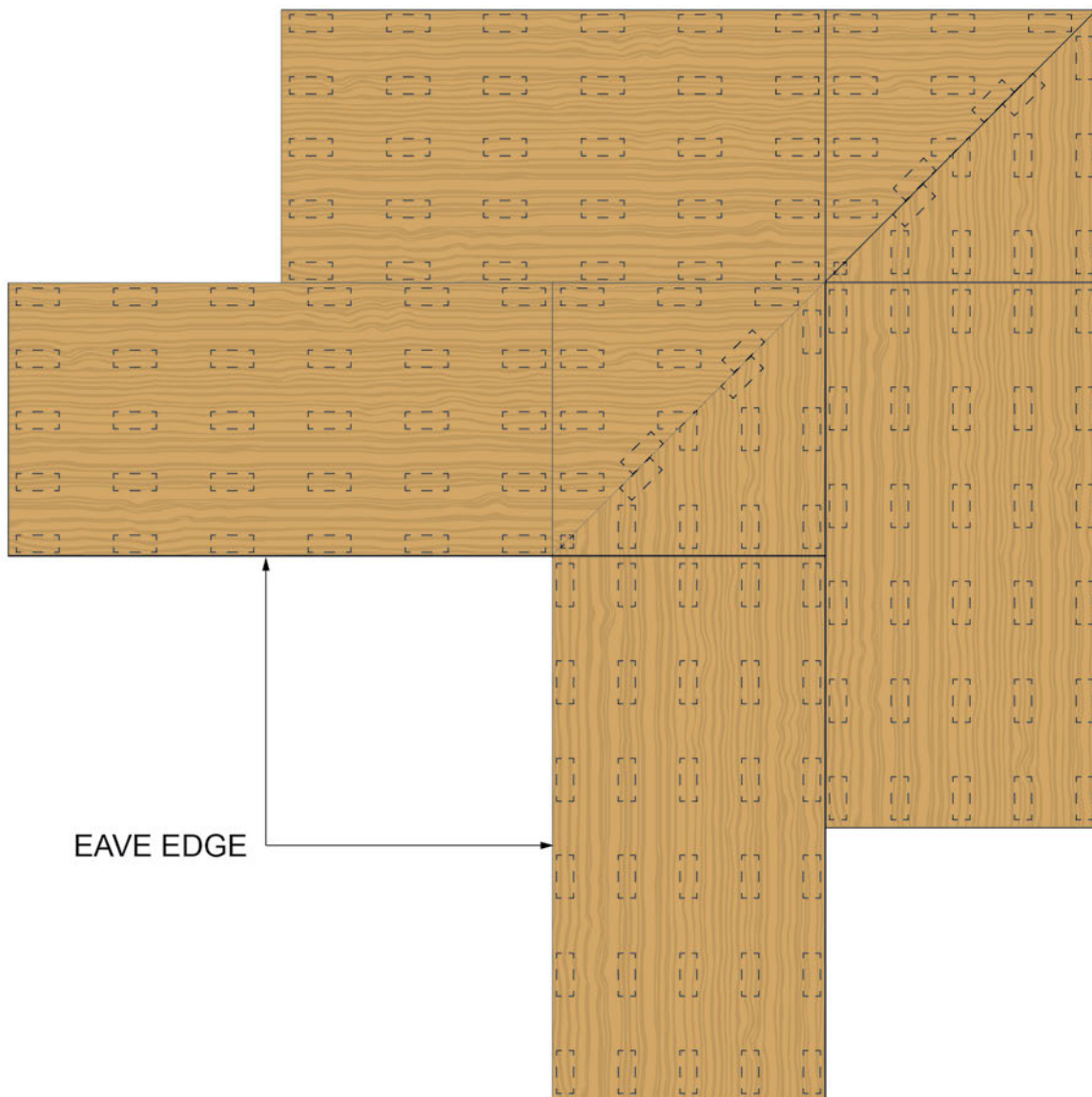
- Cool-Vent has been designed to provide two pieces when cut in half.
- For valleys and hips cut a piece of Cool-Vent in half, snap a chalk line from SE corner to NW corner and cut end to end.
- In Diagram #3, you may need to add additional blocks for support along diagonal edges. Do not discard any blocks as they maybe used for this detail. Additional blocks are available upon request.



HIP AND VALLEY DETAIL

NOTES

- Some additional spacer blocks may be needed for this valley detail.
- Please save all unused blocks for further use. Additional blocks are available upon request.

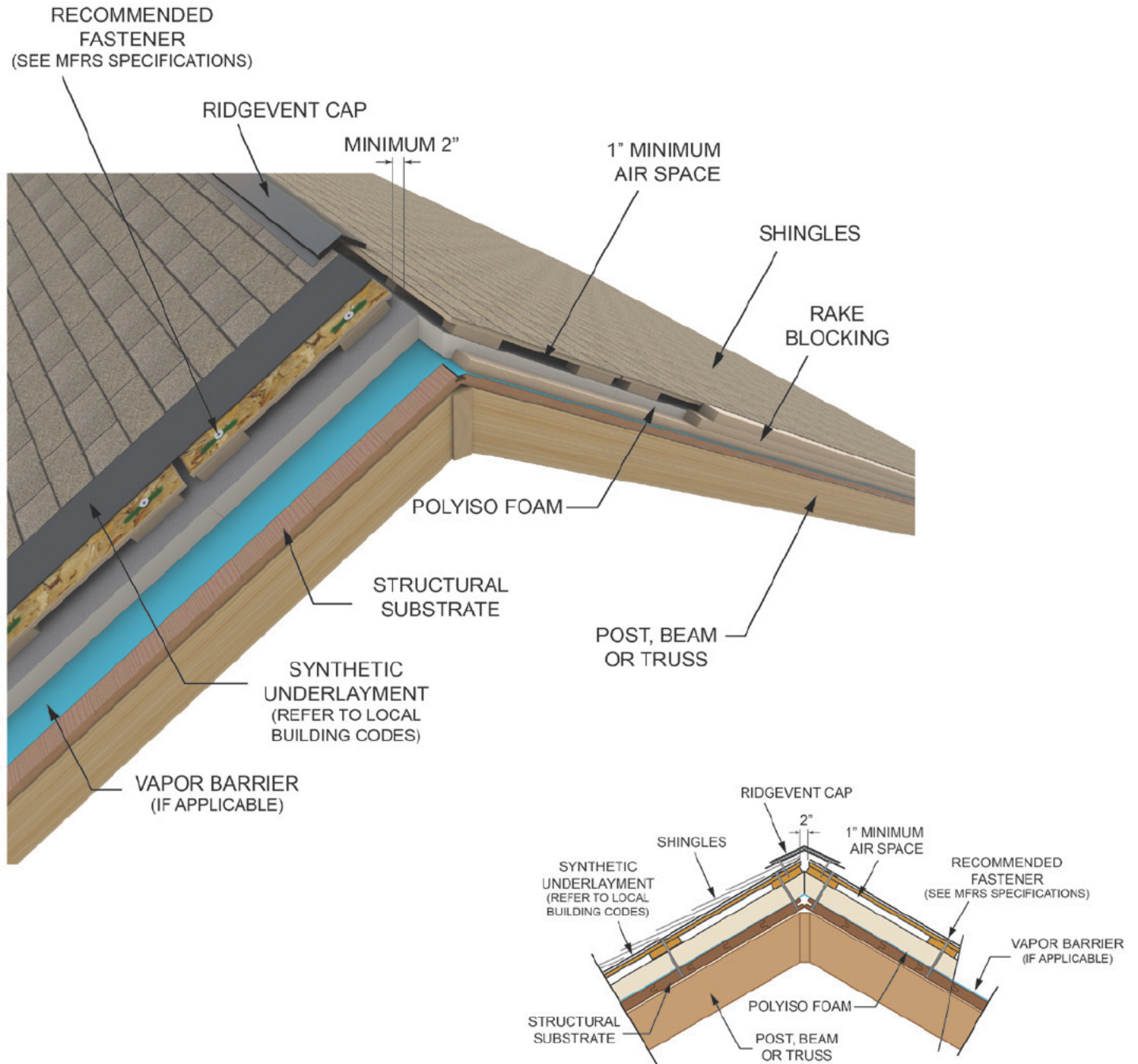


MITERED CORNER DETAIL

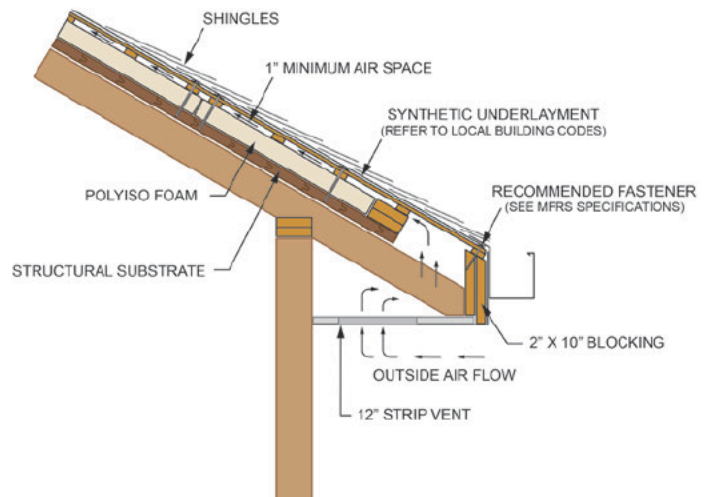
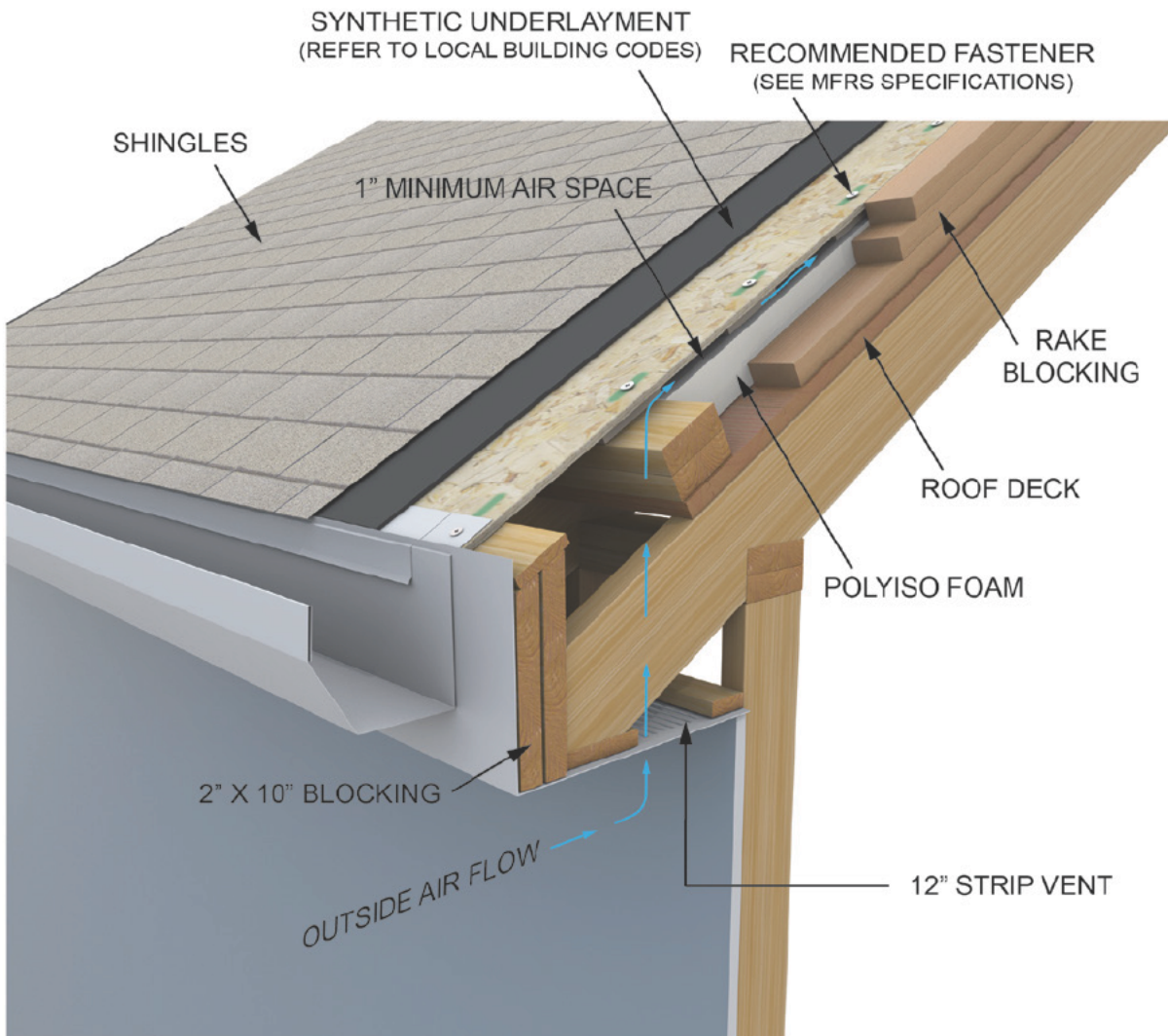
RIDGE DETAIL FOR WOOD DECK (TYP)

NOTES

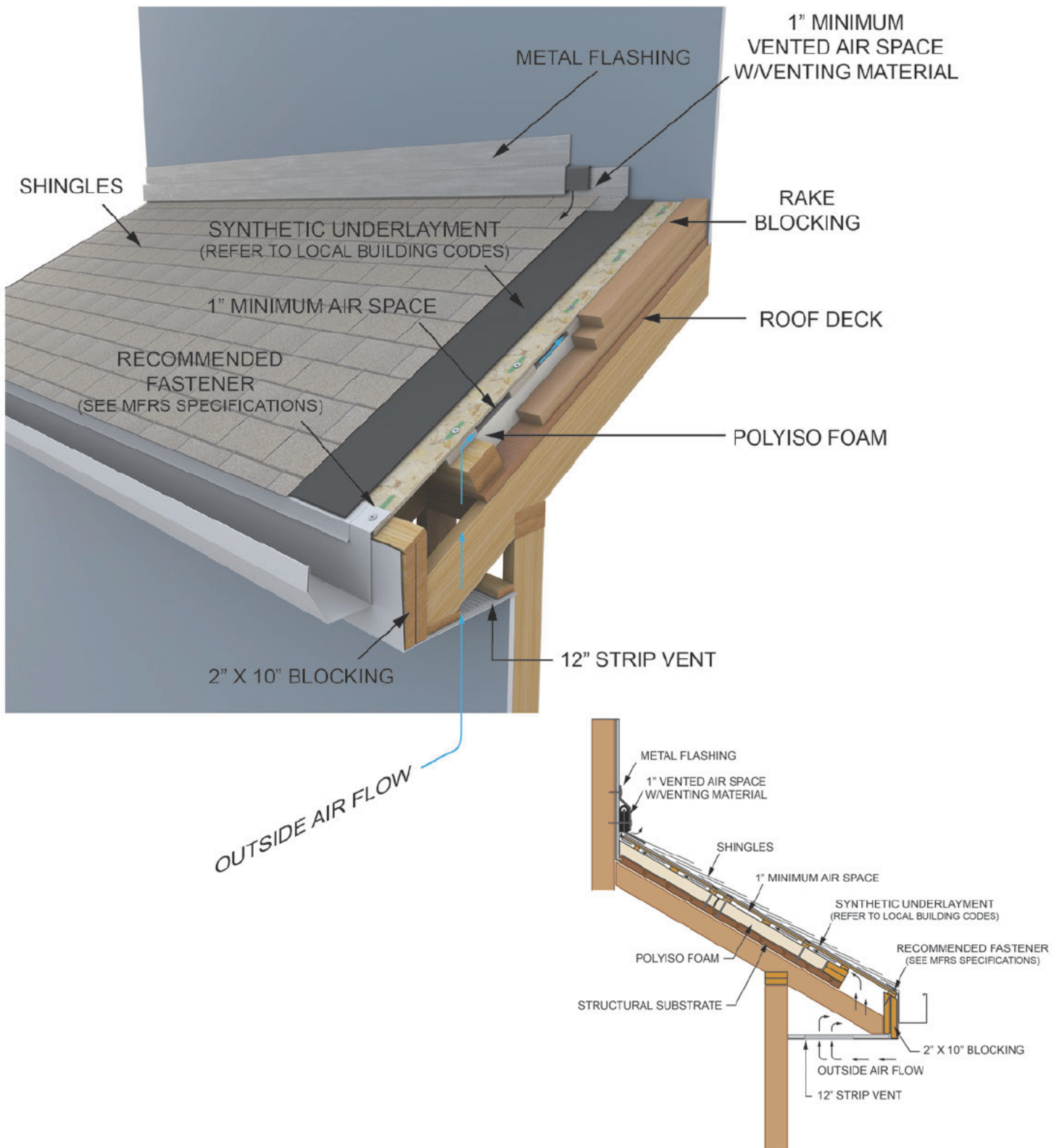
- It is important that foam butts tightly at top of ridge. Wood substrate should then be cut back to accommodate airflow and ridge cap/vent that is being installed.



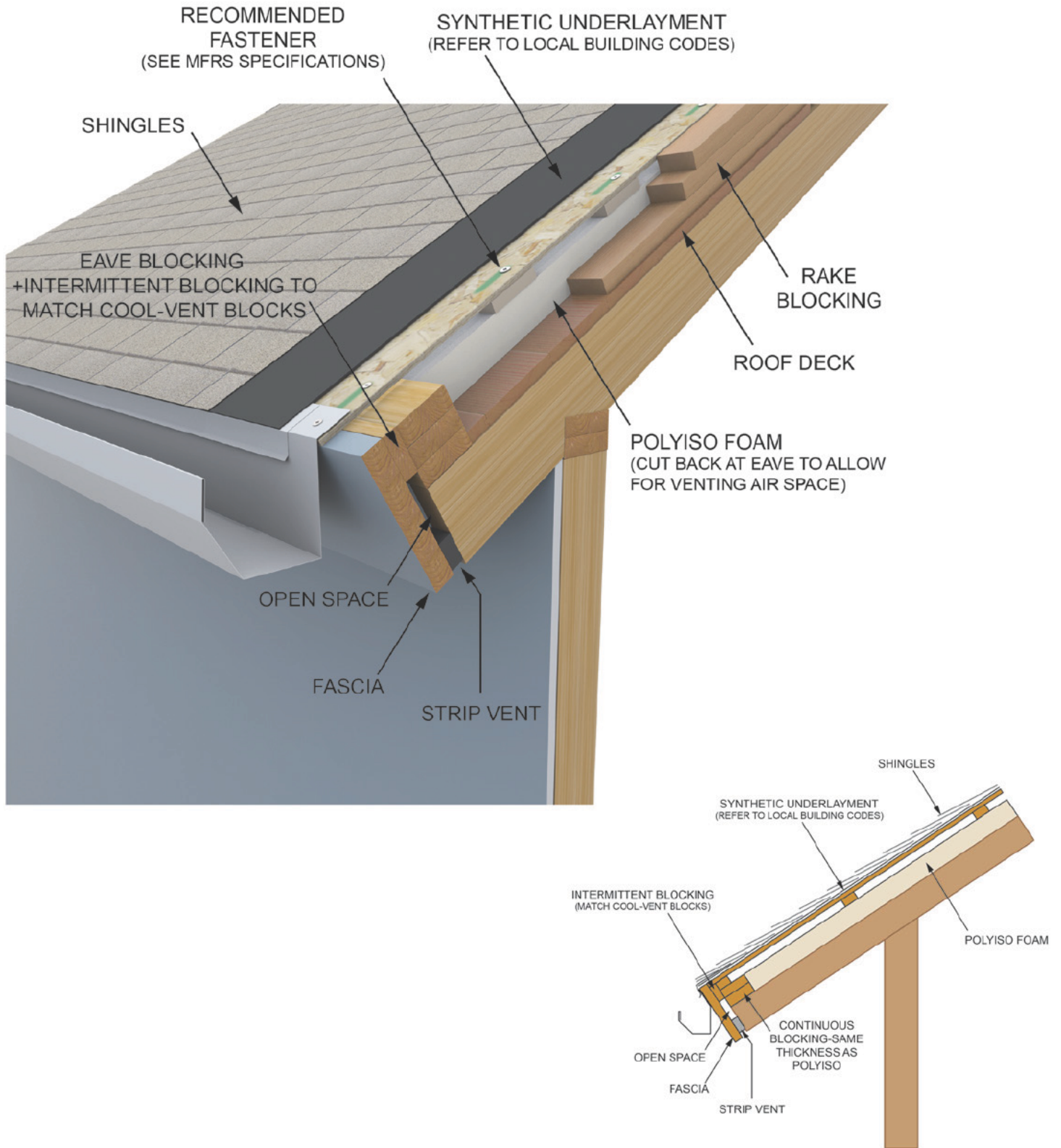
EAVE DETAIL FOR WOOD DECK (TYP)



ROOF / WALL DETAIL

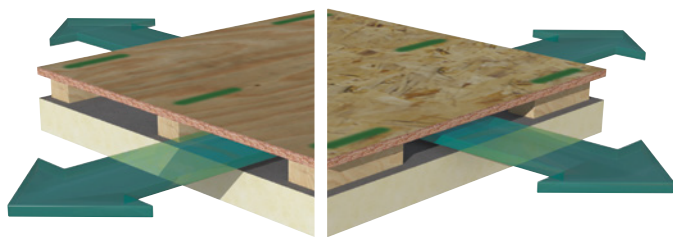


VENTED FASCIA DETAIL



DESIGN CRITERIA GUIDE

1. CONSTRUCTION GENERATED MOISTURE
2. VAPOR DIFFUSION RETARDERS
3. MULTI-LAYERED ROOF INSULATION
4. FASTENER REQUIREMENTS
5. SLOPES AND INCREASED AIR CAVITIES
6. EAVE AND RIDGE VENT DESIGN
7. USE OF SYNTHETIC UNDERLAYMENTS
8. SHINGLE CONSIDERATION



1. CONSTRUCTION GENERATED MOISTURE

Buildings under construction are susceptible to water and or moisture intrusion from the unfinished portions of the roof or adjacent components of the building. Some of the most common sources of moisture drive are:

- Pouring of a concrete floor or other masonry work in an enclosed building
- The use of heaters or "salamanders" to provide more comfortable conditions or help cure the freshly poured concrete
- The use of oil burning heaters
- The use of paint, plaster and other water based construction materials

Effects of moisture generated during construction on the roofing system can cause the following conditions:

- Water accumulation in the steel deck flutes causing corrosion and possible intrusion into the building
- Condensed moisture can promote microorganism growth
- Moisture drawn into the roof system may have a deleterious effect on the physical properties of the roof insulation (i.e. dimensional stability, thermal properties)

Adherence to good construction practices can minimize some or all of the above-mentioned conditions. Adequate ventilation should be provided at all times for enclosed construction to limit moisture drive through the underside of the roof deck. The use of multi-layered roof insulation assemblies will enhance thermal performance as well as restrict the transport of moisture into the roof system. During roof construction, the completed roof section should be tied off each day to protect the new roof from water entry.

2. VAPOR DIFFUSION RETARDERS

In building construction, vapor retarders are used to inhibit or block the passage of moisture into roofing assemblies. Vapor barriers also serve as air barriers to limit the movement of moisture-laden air from the interior to the exterior. This is especially important during the construction phase where excessive moisture drive is present. To determine whether a vapor retarder is necessary, we recommend that calculations on the building's interior relative humidity, interior temperature conditions and outside temperature fluctuations during the various seasons be performed prior to the completion of the design. Excessive moisture migration can cause unwanted condensation that will potentially damage the system or infiltrate the occupied space.

Hunter Panels strongly suggests the use of a vapor retarder with a perm value of 0.5 or less on all projects except in extreme cooling conditions. Consult a licensed design professional, architect or engineer to establish whether or not a vapor retarder is necessary and to specify its type and location within the assembly. This criteria varies with geographical location and is therefore specific to each project.

3. MULTI-LAYERED ROOF INSULATION

Multi-layering of polyiso in any roof application installed with staggered joints offers a number of advantages and is considered good roofing practice because doing so:

- Minimizes thermal loss at the joints of the insulation, prevents thermal bridging
- Prevents moisture from inside of the structure from condensing on the underside of the finished roof system

4. FASTENER REQUIREMENTS

To ensure optimal performance, Hunter Panels **requires** the use of the Hunter SIP SD or Hunter SIP HD for steel deck applications and the Hunter SIP WD for plywood deck applications. Always fasten the Cool-Vent through the designated and marked wood spacers as described in the this literature.

5. SLOPES AND INCREASED AIR CAVITIES

It has been Hunter Panels experience that as the slope of the roof decreases and/ or the length of the run from eave to ridge increases, the rate of air movement within the vented cavity is affected. This rate of airflow must be considered in the design of the roofing assembly. Hunter Panels strongly suggests that the venting space is increased for improved air movement when the length of the run is over 20 feet. Hunter Panels' Cool-Vent product can be specified with 1", 1.5" and 2" venting spaces to accommodate many design parameters.

PLEASE NOTE: When increasing the size and volume intake of the cavity area from 1.0" to 1.5" or 2.0", both the intake area at the fascia and the output area at the ridge should also be increased to handle the extra

demand. This is a critical consideration for optimum performance and a balanced system and is often overlooked in the design process (see 6: Eave and Ridge Vent Design).

6. EAVE AND RIDGE VENT DESIGN

This very important design feature is critical to consider for every individual roofing project due to the effects of certain variables on the completed system. Slope and length of run play an important role in the role of the vented insulation panel and the achievement of a balanced system. As the length of the run increases, the designer should consider increasing the size of the venting space. However, air intake (fascia design) and air output (ridge vent design) must be increased proportionally. Failure to do so may lead to future problems such as underlayment and shingle buckling.

PLEASE NOTE: When increasing the size and volume intake of the cavity area from 1.0" to 1.5" or 2.0", both the intake area at the fascia and the output area at the ridge should also be increased to handle the extra demand. This is a critical consideration for optimum performance and a balanced system and is often overlooked in the design process.

7. USE OF SYNTHETIC UNDERLAYMENTS

The use of synthetic underlayments is becoming the industry norm for steep slope roofing assemblies. Hunter Panels strongly suggests the use of a synthetic underlayment under asphalt shingles unless the shingle manufacturer has specifically eliminated it. Synthetic underlayments offer several key advantages over traditional asphalt felt:

- Larger rolls with fewer laps and less nailing
- Lighter weight for easier handling and quicker installation
- May be left exposed for longer periods of time without organic deterioration
- Synthetic reinforced polypropylene wicks the moisture and provides excellent water resistance
- Some manufacturers of synthetic underlayment offer products with prolonged exposure to UV rays, greater fire resistance, tear strength and puncture resistance

Hunter Panels does not recommend the use of 15# and 30# roofing felt as an underlayment to asphalt shingles on our Cool-Vent product. Use of these felt products will void any and all claims regarding a Cool-Vent assembly. Hunter Panels cannot be responsible for claims arising out of aesthetic anomalies caused by roofing felts in the assembly.

8. SHINGLE CONSIDERATION

The roof covering is one of the most important considerations of any low slope or steep slope application. In most steep slope roofing projects, however, the visual appeal or aesthetic look plays almost as large a role as the true performance and physical properties of the shingle.

Please go to www.hunterpanels.com for the latest product literature, specifications and other documents relating to this product.

WARNINGS AND LIMITATIONS

This material must be kept dry, stored above ground/roof level on pallets and completely covered (top & sides) with a waterproof tarpaulin. Prolonged exposure to moisture will degrade the wood substrate and have a deleterious effect on its performance. Hunter Panels will not be responsible for the performance of this product if it is installed wet. Only install as much product in a day that can be covered with, the completed roof system. This panel consists of insulation, wood spacers, and the top layer of OSB or Ply. All materials are glued together for transportation and handling purposes only. Support the panel from the bottom layer when relocating to the desired location. Improper handling may cause components to separate. Separation of the components will not affect the performance of the products once properly installed. Hunter Panels will not be responsible for specific designs by others, for deficiencies in construction or workmanship, for dangerous conditions on the job site, or for improper storage and handling.

WARRANTY

Hunter Panels will not be responsible for leakage, damage or failure of any kind caused by improper application or design, structural movement, accident or natural hazard, defective membrane or improper maintenance.

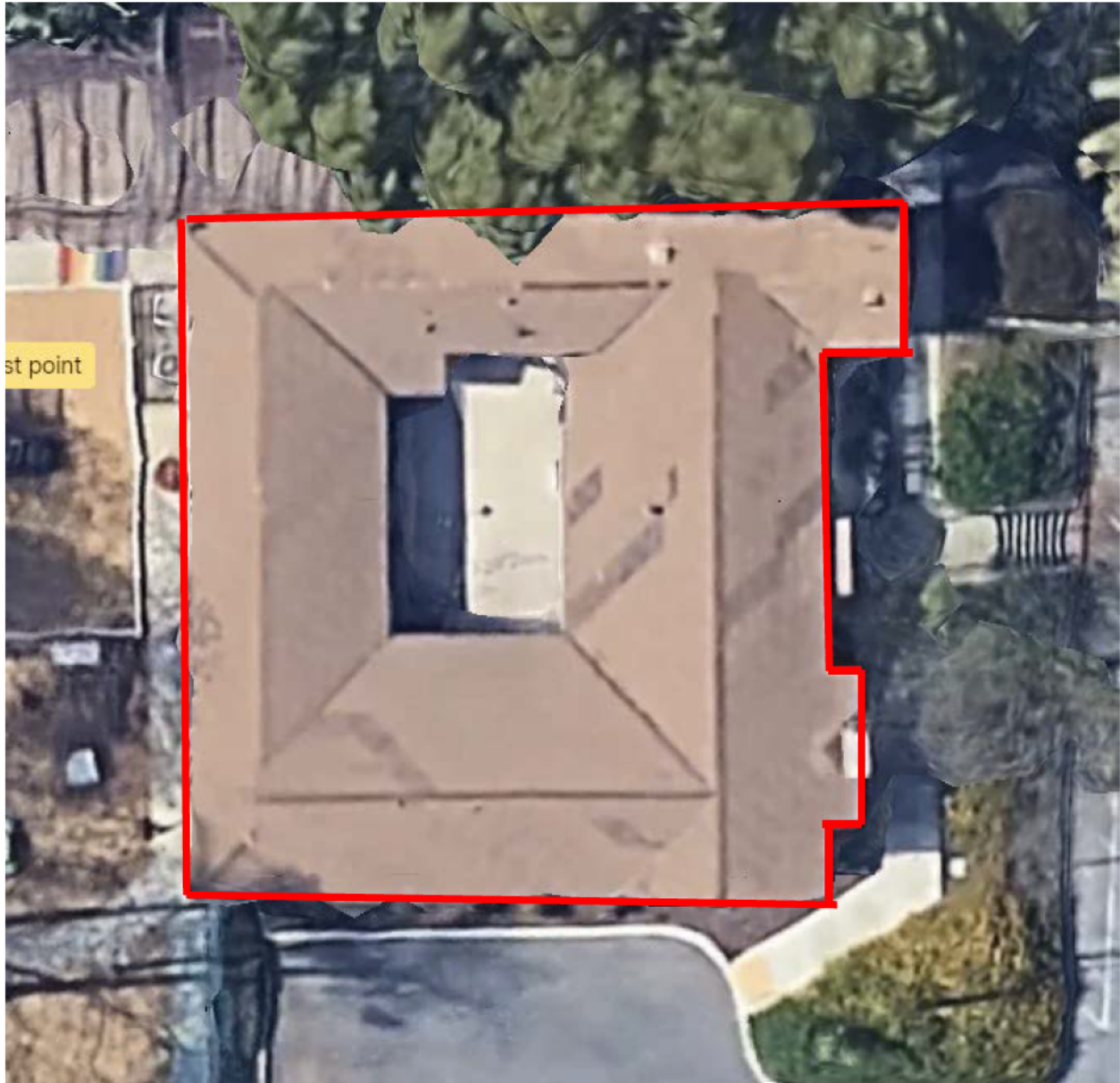
Hunter Panels warrants that its polyisocyanurate foam will conform to its published physical properties, federal specifications and ASTM standards. Hunter Panels does not warrant the performance or physical properties of the wood substrate incorporated into the Cool-Vent assembly.

Hunter Panels will not be liable for incidental or consequential damages to the structure, its contents or occupancy.

Hunter Panels makes no warranties or guarantees of any kind expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose except as stated herein.



Site Exhibit
Roof Replacement at 1440 Whittier Blvd
Approximate Roof Area- 3,168 SQ-FT
Approximate Gutter Linear Feet – 333 FT



Site Photo

1440 W Whittier Blvd





















































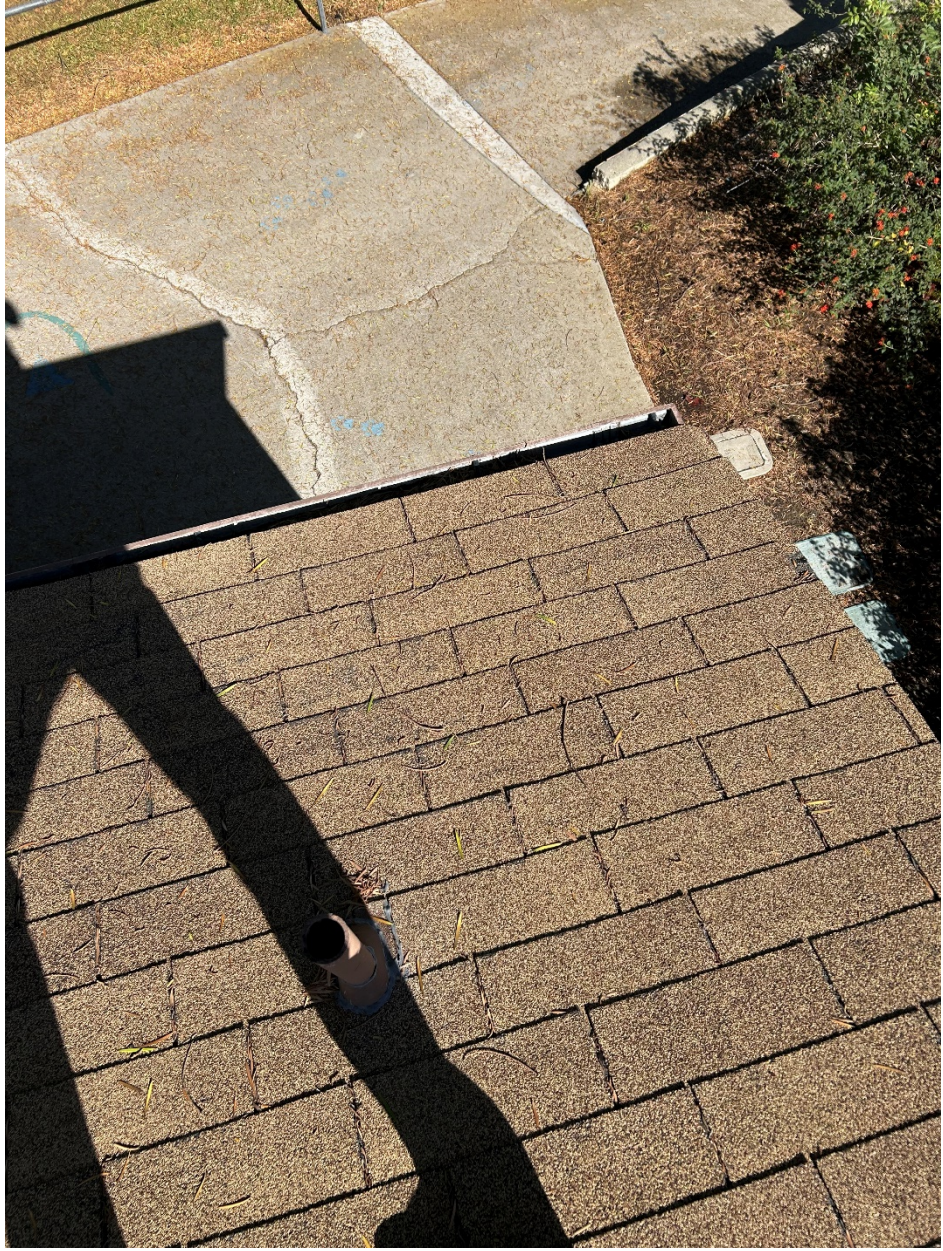
























APPENDIX “B”
Lead & Asbestos Report



ENVIRONMENTAL

INSPECTION & LABORATORY

Lead Assessment Performed on 01/13/2026
Report Finalized on 01/15/2026

Project #JL-44697

Property Inspected

**1440 West Whittier Blvd
La Habra, CA 90631**

Property Type: Single Story, Commercial Property

Report Prepared By

JLM Environmental
15200 Grevillea Avenue, Suite B
Lawndale, CA 90260-2018
(310) 978-8281 - info@jlmenvironmental.com
www.JLMEnvironmental.com

Limited lead inspection performed of the subject property prior to limited renovations.

This report details the findings of that survey and gives recommendations for handling lead containing materials. All information contained within must be disclosed to tenants and prospective purchasers in accordance with federal law (24 CFR Part 35 or 40 CFR Part 745).

Introduction

On 01/13/2026, JLM Environmental performed a limited lead survey of suspect building materials and/or debris at the subject property at the request of the contractor. The scope of JLM Environmental's inspection was limited to documentation and collection of samples prior to limited renovations. This report provides a summary of the survey activities and findings as well as recommendations.

Property Information

The subject property is a single story, commercial property built in 1960. The property is currently vacant with no personal contents present. At the time of the inspection, no noticeable fire or structural damage was observed.

Property Type:	Commercial Property
Property Size (ft ²):	1550
Weather During Inspection:	Clear
Children Living at Property:	No
Client Present During Inspection:	Yes
Inspection Performed on Behalf of:	Contractor
Foundation Type:	Raised Floor Foundation

Sampling & Analytical Methodology

The lead assessment of the subject areas at the property was performed by Jonathan Massey, a California State Department of Health Services Certified Lead Inspector/Assessor, #LRC-00002199. All inspection procedures and sample collection were performed in accordance with EPA guidelines and Chapter 7 of the "HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision)" and CDPH Title 17 CCR Division 1, Chapter 8.

All lead activities must be performed in accordance with all applicable federal, state, and local regulations including, but not limited to, EPA 40 CFR Part 745; Renovation, Repair, and Painting Program Title X "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing," U.S. Department of Housing and Urban Development, 1997 Revision Title 17, California Code of Regulations (CCR), Division 1, Chapter 8 "Accreditation, Certification and Work Practices in Lead-Related Construction," Final Version: Filed January 8, 1999, Title 8, California Code of Regulations (CCR), Construction Safety Orders (Cal/OSHA) Section 1532.1, Lead in Construction Title 22, CCR Chapter 12.

XRF: The scope of JLM Environmental's survey included the inspection and sampling of all accessible materials as well as all accessible concealed materials (i.e., under carpet, above moveable drop ceilings, etc.) within the area(s) identified by the client. Building materials not identified in this report may be present within hidden or concealed areas of the building. The building was visually inspected and painted components and/or ceramic materials suspect for lead were identified; these items were categorized by substrate (i.e. plaster, wood, metal, ceramic) and their condition noted (intact, deteriorating). Sampling was performed utilizing a Viken Pb200i XRF analyzer S/N:#1107 following the manufacturer's instructions and all applicable regulatory guidelines. The instrument was calibrated to the manufacturer's specifications at the start of the assessment, after the assessment, and periodically every four hours as prescribed by the National Institute of Standards and Technology (NIST). A minimum of one representative surface of each painted component in each area was tested.

The EPA's Renovation, Repair, and Painting Rule (RRP) defines lead-based paint as any paint, varnish, lacquer, putty, plaster, or similar coating material which contains lead or its compounds in excess of 5,000 ppm by dry weight, 1.0 mg/cm² by XRF, or 0.5% by weight. In Los Angeles County, Title 11 (11.28.010) further defines lead-based paint as any paint, varnish, lacquer, putty, plaster, or similar coating or structural material which contains lead or its compounds in excess of 0.7 mg/cm². Regardless if the materials being disturbed are below the Los Angeles County threshold of 0.7 mg/cm², any materials containing varying levels of lead are still lead-containing and their removal are covered under Cal/OSHA worker protection regulations. JLM Environmental recommends that all contractors and workers follow Cal/OSHA's Lead in Construction Standard, Title 8 CCR Section 1532.1 during all lead removal. It is important to note that some painted surfaces may contain level of lead below the detection limit which could create lead dust or lead contaminated soil hazards if the paint is turned into dust by abrasion, scraping, or sanding. This report shall be kept by the owner and all future owners for the life of the dwelling.

Observations

Scope of Survey:	A limited survey was performed. A comprehensive survey according to CDPH shall be performed by a CDPH certified inspector prior to extensive renovations to determine suspect materials in a structure. Any paints/coatings or ceramic materials not identified in this report shall be considered suspect lead-based paint (LBP)/lead containing paint (LCP) and handled as lead-based paint unless sampled and proven to be non-LBP by a CDPH Certified Lead Inspector/Assessor.
Areas Inspected:	Exterior Areas
Observations:	No lead based paint detected.
Lead Notes:	3 XRF scans collected. At time of lead survey per clients request and planned areas of renovation, only the exterior stucco painted walls, fascia and patio arbor were sampled. One positive sample was collected which was the exterior North fascia.



- Intact lead-based paint detected, response actions required.
- Any signs of paint deterioration shall be immediately repaired in accordance with all applicable, Federal, State and local regulations, including, but not limited to, 40 CFR Part 745.
- A limited survey was performed. A comprehensive survey according to CDPH shall be performed by a CDPH certified inspector prior to extensive renovations to determine suspect materials in a structure. Any paints/coatings or ceramic materials not identified in this report shall be considered suspect lead-based paint (LBP)/lead containing paint (LCP) and handled as lead-based paint unless sampled and proven to be non-LBP by a CDPH Certified Lead Inspector/Assessor.

XRF RESULTS

Please be advised that measurements are not to be used for bidding purposes. These are only estimates.

Table 1. Lead XRF Results: The materials found to be at or above the threshold of 0.7 mg/cm² are noted in **bold** below.

Sample #	Location	Material	Condition (Intact/Deteriorated)	Reading
LX-01	Exterior – North Wall	Paint on Stucco	Intact	0.1 mg/cm ²
LX-02	Exterior Northside Fascia	Paint on Wood Approx. 100 sq.ft.	Intact	1.5 mg/cm²
LX-03	Exterior Patio Beams	Paint on Wood	Intact	0.0 mg/cm ²

Condition Definitions

- **Intact:** Paint/ceramic with no visible deterioration or damage.
- **Deteriorated:** Paint/ceramic that is cracking, chipping, chalking, flaking, peeling, failed, or otherwise separating from a component.

Limitations

Every effort has been made to ensure that the information and conclusions in this report are accurate. JLM Environmental has exercised professional judgment in collecting, studying, and analyzing the data and formulating recommendations based on the on-going requirements of the site and results of the study. JLM Environmental performed the contracted tasks within the guidelines prescribed by the customer, expected by all applicable agencies (i.e. CDPH, EPA, Cal/OSHA, etc.) and with the quality and diligence expected by the profession. No other warranties expressed or implied, as to the accuracy of the data, information or recommendation is included or intended in this report. JLM Environmental hereby disclaim any liability or responsibility to any unauthorized and/or third parties and/or persons for any loss, damage, expense, fine or penalty which may arise or result from the use of any information, recommendation or action contained or described in this report. We trust that this report fulfills your requirements. If you have any questions or comments, please feel free to contact us at info@jlmenvironmental.com or via text at (310) 930-3355.

Submitted by,



Jonathan Massey
Certified Asbestos Consultant License #11-4813
Contractor State License Board #949259
HCC Surety Group Bond #100128922
Certified Lead Inspector/Assessor #LRC-00002199
OneBeacon Liability Insurance #CL1332001526
EPA RRP #R-1-21649-10-00075



ENVIRONMENTAL

INSPECTION & LABORATORY

Asbestos Assessment Performed on 01/13/2026
Report Finalized on 01/15/2026

Project #JL-44697

Property Inspected	Report Prepared By
1440 West Whittier Blvd La Habra, CA 90631	JLM Environmental 15200 Grevillea Avenue, Suite B Lawndale, CA 90260-2018 (310) 978-8281 - info@jlmenvironmental.com www.JLMEnvironmental.com
Property Type: Single Story, Commercial Property	

Limited asbestos inspection performed of the subject property prior to limited renovations.

Introduction

On 01/13/2026, JLM Environmental performed a limited asbestos survey of suspect building materials at the subject property at the request of the contractor. The scope of JLM Environmental's inspection was limited to documentation and collection of samples prior to limited renovations. This report provides a summary of the survey activities and findings as well as recommendations.

Property Information

The subject property is a single story, commercial property built in 1960. The property is currently vacant with no personal contents present. At the time of the inspection, no noticeable fire or structural damage was observed.

Property Type:	Commercial Property
Property Size (ft ²):	1550
Weather During Inspection:	Clear
Children Living at Property:	No
Client Present During Inspection:	Yes
Inspection Performed on Behalf of:	Contractor
Foundation Type:	Raised Floor Foundation

Sampling Methodology

The asbestos survey of the subject areas at the property was performed by Jonathan Massey (CAC #11-4813). Samples were delivered by hand to Pinnacle Laboratory on 01/13/2026 and placed into a locked storage container until they were received by the laboratory staff on 01/14/2026 and entered into the laboratory's system.

BULK: The scope of JLM Environmental's survey included the inspection and sampling of materials within each functional space, assessing all structural/mechanical components and architectural finishes. Intrusive sampling was performed in an effort to identify any concealed but potential materials that could be disturbed during the course of the intended renovation work; while some well-hidden suspect Asbestos-Containing Material (ACM) may have escaped evaluation, all layers of suspect building material (to joist- or frame-level) as well as materials above plenums, inside soffits, or other concealed spaces have been evaluated. The physical condition, friability, accessibility, activity and damage of suspect building materials were also assessed and documented.

The building was visually inspected and suspected asbestos-containing materials were identified. These are classified in three ways: surfacing materials, Thermal System Insulation and miscellaneous materials. The materials are further classified as friable or non-friable. Materials were then separated into homogeneous sampling areas. A homogeneous sampling area is one in which the materials exhibit the same characteristics of color, texture, and type of material. Materials were sampled, placed in a leak proof container, and submitted to a laboratory that has been accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for Asbestos Fiber Analysis.

Observations

Purpose of Inspection:	Planned Renovations
Scope of Survey:	A limited survey was performed. A full facility survey as recognized in SCAQMD Rule 1403 must be performed by a DOSH certified inspector prior to extensive renovations to determine suspect materials in a structure. Any materials that have not been identified in this report must first be inspected and sampled by a Certified Asbestos Consultant (CAC) in accordance with SCAQMD Rule 1403 prior to any disturbance of the unidentified materials.

Client was advised AHERA and Code of Federal Regulations (40 CFR Part 763.86, in compliance with AQMD Rule 1403) requires a minimum of 3 samples from each homogeneous building material:	Yes - Sample collection was conducted by the inspector to adhere to AHERA and CFR sample recommendations
Inspection of Property Included:	Roof System, Exterior
Areas of Concern Detected:	No
Samples Collected:	Yes
Bulk Samples Recommended at time of Survey:	Client has accepted sample recommendations
Materials Authorized for Sample Collection Include:	Stucco, Roofing Materials, Mastic, Vapor Barrier
At the time of inspection dusty/dirty conditions were observed:	No
Due to excessive personal items in the property limited visibility was available during the inspection:	No
Additional Notes:	A limited asbestos and lead survey was performed at the request of client prior to limited renovations of roofing system and exterior walls and patio arbor. Sample collection was limited to these areas of only.

- A full facility survey as recognized in SCAQMD Rule 1403 must be performed by a DOSH certified inspector prior to extensive renovations to determine suspect materials in a structure. Any materials that have not been identified in this report must first be inspected and sampled by a Certified Asbestos Consultant (CAC) in accordance with SCAQMD Rule 1403 prior to any disturbance of the unidentified materials.
- A DOSH/Cal-OSHA Certified Asbestos Consultant (CAC) shall be contracted to conduct clearance sampling of any disturbance, removal, or abatement of ACM/ACCM.

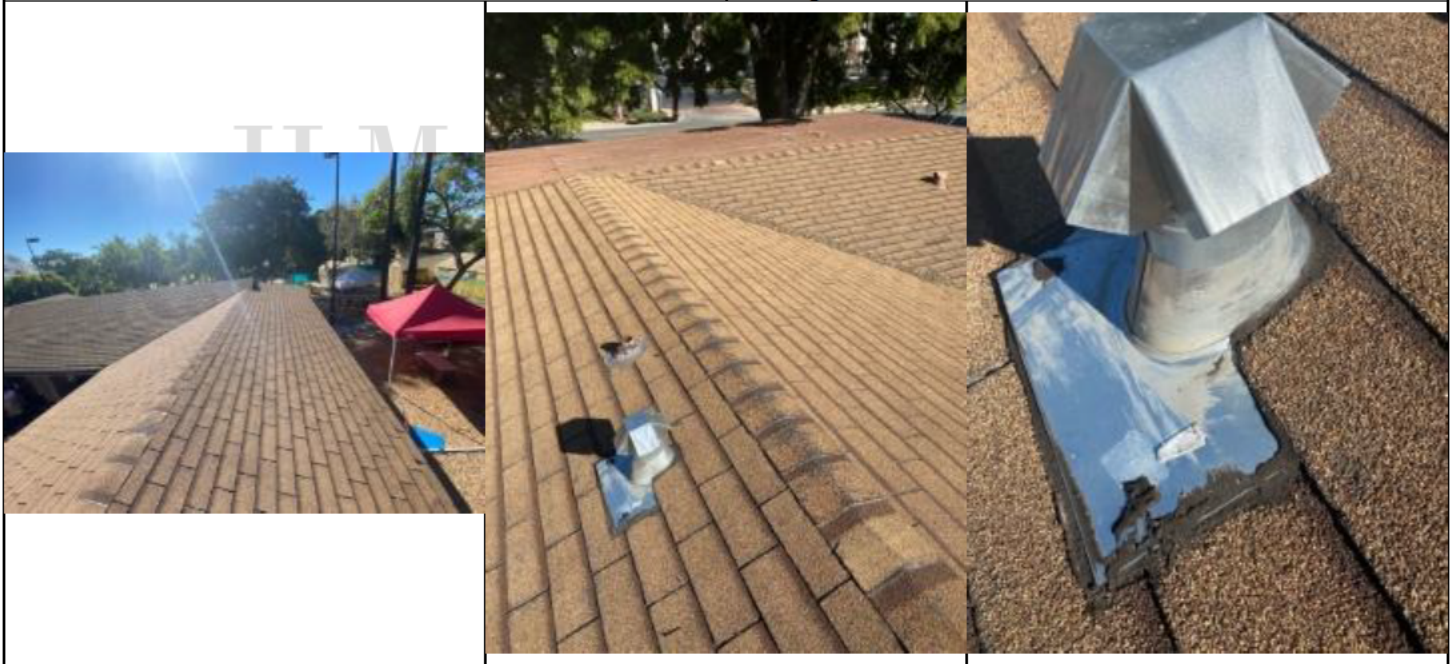
JLM Environmental

Heating System

Included in inspection?	No
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Roof System

Unit Location:	Main Structure
Roof Type:	Pitched
Composition:	Asphalt Shingles, Felt Underlayment
Vents Visible on Roof:	Metal
Suspect Building Materials Observed:	Roofing Felt, Asphalt Shingles, Penetration Mastic
Roof Samples Collected:	The client has accepted the recommendations
Additional Roof Notes:	At the time of the survey a pitched roof was observed with asphalt shingles, felt underlay and vents and flashing with mastic. Additionally, an older lower bottom layer of shingle was observed below the top surface shingles. Sample collection was limited to these materials only.
Additional Roof Notes:	Suspect components on the roof system were observed to be intact and in good condition.





Exterior Walls

Exterior Wall Location:	Main Structure
Exterior Wall Composition:	Stucco, Vapor Barrier
Suspect Building Materials Observed:	Stucco, Vapor Barrier
Exterior Wall Samples Collected:	The client has accepted the recommendations
Additional Exterior Wall Notes:	Survey was limited to the exterior walls only. Planned renovations were are to the stucco only. Materials authorized for sampling were the stucco and vapor barrier only.
Additional Exterior Wall Notes:	Suspect components were observed to be intact and in good condition.



Windows

Included in inspection?	No
--------------------------------	----

Attic

Included in inspection?	No
--------------------------------	----

Crawlspace

Included in inspection?	No
-------------------------	----

Flooring

Included in inspection?	No
-------------------------	----

Ceilings and Walls

Included in inspection?	No
-------------------------	----

Water Heater

Included in inspection?	No
-------------------------	----

PLM BULK RESULTS

Bulk asbestos samples were analyzed by Polarized Light Microscopy (PLM) using EPA method (EPA/600 R-93/116) "Method for the Determination of Asbestos in Bulk Materials" by Pinnacle Laboratory, (310) 431-9270, located at 15200 Grevillea Avenue, Suite A-1, Lawndale, CA 90260. Pinnacle Laboratory holds a NVLAP accreditation in Asbestos Fiber Analysis (NVLAP Lab Code 600117-0). The quantification limit for this method is 1.0%. If asbestos is detected at levels below 1% then the sample is reported as <1.0% and not quantified. **If a lower limit is desired, then available methods include: 1000 Point Count reanalysis (for a quantification limit of 0.1%).**

Please be advised that measurements are not to be used for bidding purposes; these are only estimates.

Positive Sample Results: CAL/OSHA, the SCAQMD, and the EPA regulate these materials. A State Licensed Asbestos Abatement Contractor must perform all work relating to the disturbance of the asbestos containing materials. A licensed DOSH abatement contractor, using regulated work procedures and properly accredited personnel must remove these materials. The sampled materials that exceeded the EPA level of 1% and the Cal-OSHA level 0.1% for asbestos content were:

Table I: Positive Sample Results

Sample #	Location	Material	Condition	Friable	Result
AB-10	Roofing System – Vents & Flashings	Penetration Mastic Approx. 20 sq.ft.	Good	No	3% CH**
AB-12	Roofing System – Vents & Flashings	Penetration Mastic Approx. 20 sq.ft.	Good	No	3% CH

**CH = Chrysotile Asbestos

Negative Sample Results: The sampled materials that did not exceed the EPA level of 1% and the Cal-OSHA level of 0.1% for asbestos content were:

Table 2: Negative Sample Results

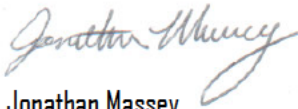
Sample #	Location	Material	Condition	Friable	Result
AB-01	Roofing System	Felt Underlayment Approx. 500 sq.ft.	Good	No	NAD*
AB-02	Roofing System	Felt Underlayment Approx. 500 sq.ft.	Good	No	NAD
AB-03	Roofing System	Felt Underlayment Approx. 500 sq.ft.	Good	No	NAD
AB-04	Roofing System – Bottom Layer	Asphalt Shingles Approx. 1500 sq.ft.	Good	No	NAD
AB-05	Roofing System – Bottom Layer	Asphalt Shingles Approx. 1500 sq.ft.	Good	No	NAD
AB-06	Roofing System – Bottom Layer	Asphalt Shingles Approx. 1500 sq.ft.	Good	No	NAD
AB-07	Roofing System – Top Layer	Asphalt Shingles Approx. 1500 sq.ft.	Good	No	NAD
AB-08	Roofing System – Top Layer	Asphalt Shingles Approx. 1500 sq.ft.	Good	No	NAD
AB-09	Roofing System – Top Layer	Asphalt Shingles Approx. 1500 sq.ft.	Good	No	NAD
AB-11	Roofing System – Vents & Flashings	Penetration Mastic Approx. 20 sq.ft.	Good	No	NAD
AB-13	Exterior Walls	Vapor Barrier Approx. 1500 sq.ft.	Good	No	NAD
AB-14	Exterior Walls	Vapor Barrier Approx. 1500 sq.ft.	Good	No	NAD
AB-15	Exterior Walls	Vapor Barrier Approx. 1500 sq.ft.	Good	No	NAD
AB-16	Exterior Walls	Stucco Approx. 1500 sq.ft.	Good	No	NAD
AB-17	Exterior Walls	Stucco Approx. 1500 sq.ft.	Good	No	NAD
AB-18	Exterior Walls	Stucco Approx. 1500 sq.ft.	Good	No	NAD

*NAD = No Asbestos Detected

Limitations

Every effort has been made to ensure that the information and conclusions in this report are accurate. JLM Environmental Consultants has exercised professional judgment in collecting, studying, and analyzing the data and formulating recommendations based on the on-going requirements of the site and results of the study. JLM Environmental performed the contracted tasks within the guidelines prescribed by the customer, expected by all applicable agencies (e.g., SCAQMD, Cal/OSHA, etc.) and with the quality and diligence expected by the profession. No other warranties expressed or implied, as to the accuracy of the data, information or recommendation is included or intended in this report. JLM Environmental hereby disclaim any liability or responsibility to any unauthorized and/or third parties and/or persons for any loss, damage, expense, fine or penalty which may arise or result from the use of any information, recommendation or action contained or described in this report. We trust that this report fulfills your requirements. If you have any questions or comments, please feel free to contact us at info@jlmenvironmental.com or via text at (310) 930-3355.

Submitted by,



Jonathan Massey

Certified Asbestos Consultant License #11-4813

Contractor State License Board #949259

HCC Surety Group Bond #100128922

Certified Lead Inspector/Assessor #LRC-00002199

OneBeacon Liability Insurance #CL1332001526

EPA RRP #R-1-21649-10-00075



ASBESTOS · LEAD · MOLD

310.930.3355

WWW.JLMENVIRONMENTAL.COM

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 600117-0

Pinnacle Laboratory
Lawndale, CA

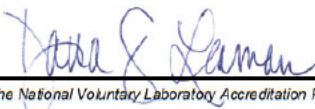
*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique on ISO/IEC 17025).*

2025-04-01 through 2026-03-31
Effective Dates




For the National Voluntary Laboratory Accreditation Program

JLM ENVIRONMENTAL

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



Name
 Certification No. **11-4813**
 Expires on **11/16/2026**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

STATE OF CALIFORNIA
OCA
 CONTRACTORS
STATE LICENSE BOARD
 ACTIVE LICENSE

License Number: **949259** Entity: INDIV
 Business Name: MASSEY CONSTRUCTION

Classification: B A

Expiration Date: 06/30/2026 www.cslb.ca.gov

Health Science Associates

This certifies that
JONATHAN MASSEY
 has successfully completed an intensive course of instruction in:
SAMPLING & EVALUATING AIRBORNE ASBESTOS DUST Equivalent to NIOSH 582
 provided by
 Health Science Associates at
 10771 Noel St., Los Alamitos, CA 90720 on
 May 7-10, 2012.
 Certificate No.: 120289LA-01
 Kathy S. Jones, Training Director

American Home Inspectors Training Institute, Ltd.
 awards 800 Education Hours &
 Certificate of Satisfactory Completion
 to
Jonathan Massey
 for the successful completion of
Home Study Home Inspection Course
 Completed this 26th of January 2015

Patrick Sheehan, Director 01/26/2015

The National Environmental Trainers
 (WWW.NATLENTTRAINERS.COM)

Jonathan Massey
 has satisfactorily passed an exam and completed an 8-hour annual refresher training course entitled
"HAZWOPER 8 Hour Annual Refresher - 1910.120 (e)"
 meeting the requirements identified in Title 29 CFR 1910.120.
 Date: 05/19/2025
#368103
 David Couch
 Course Instructor

IICRC
Be it known that JONATHAN L MASSEY is certified in these areas:
WATER DAMAGE RESTORATION
APPLIED MICROBIAL REMEDIATION

179334 04/30/2026
 Register Number Expiration Date

THE NATIONAL RADON SAFETY BOARD
 Certified Radon Professionals
 Certifies that
Jonathan L. Massey
 Has Successfully Met The Established & Published Requirements for Certification by The National Radon Safety Board as a
Radon Measurement Specialist
13SS057
 Certification Number
8/30/2027
 Expiration Date



California Department of **PublicHealth**

STATE OF CALIFORNIA
 DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 Jonathan Massey	Lead Inspector/Assessor	LRC-00002199	7/22/2026
	Lead Supervisor	LRC-00002198	7/22/2026

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clpph or calling (800) 597-LEAD



15200 Grevillea Ave
 Suite A
 Lawndale, CA 90260
 Phone: 310-431-9270
 www.pinnaclelab.com

PLM Asbestos Report

Job ID: 115374

Date Collected 01/13/2026
 Date Received 01/14/2026
 Date Analyzed 01/15/2026
 Date Reported 01/15/2026

JLM Environmental
 15200 Grevillea Ave. B
 Lawndale, CA. 90260

Sample Count: Samples Submitted: 18; Layers Analyzed: 18
 Project Desc: 1440 West Whittier Blvd, La Habra, CA 90631
 Methodology: EPA Method 600/R-93/116
 Accreditation: NVLAP Lab Code 600117-0

Polarized Light Microscopy (PLM) Analysis for Bulk

Lab ID # Client Sample ID # Layer #	Sample Description Sample Color Client Sample Location	Asbestos Detected? (Yes/No)	Composition % Non-Asbestos Materials	Composition % Asbestos Materials
115374-001 1 1	Felt Brown Roofing System	No	Cellulose 85% Non-Fibrous Material 15%	None Detected
115374-002 2 1	Felt Brown Roofing System	No	Cellulose 85% Non-Fibrous Material 15%	None Detected
115374-003 3 1	Felt Brown Roofing System	No	Cellulose 85% Non-Fibrous Material 15%	None Detected
115374-004 4 1	Asphalt Shingles Brown/Black Roofing System - Bottom Layer	No	Fiberglass 10% Non-Fibrous Material 90%	None Detected
115374-005 5 1	Asphalt Shingles Brown/Black Roofing System - Bottom Layer	No	Fiberglass 10% Non-Fibrous Material 90%	None Detected
115374-006 6 1	Asphalt Shingles Brown/Black Roofing System - Bottom Layer	No	Fiberglass 10% Non-Fibrous Material 90%	None Detected
115374-007 7 1	Asphalt Shingles Brown/Black Roofing System - Top Layer	No	Fiberglass 10% Non-Fibrous Material 90%	None Detected
115374-008 8 1	Asphalt Shingles Brown/Black Roofing System - Top Layer	No	Fiberglass 10% Non-Fibrous Material 90%	None Detected
115374-009 9 1	Asphalt Shingles Brown/Black Roofing System - Top Layer	No	Fiberglass 10% Non-Fibrous Material 90%	None Detected
115374-010 10 1	Penetration Mastic Black Roofing System - Vents / Flashings	Yes	Non-Fibrous Material 97%	Chrysotile 3%
115374-011 11 1	Penetration Mastic Black Roofing System - Vents / Flashings	No	Non-Fibrous Material 100%	None Detected

Polarized Light Microscopy (PLM) Analysis for Bulk

Lab ID # Client Sample ID # Layer #	Sample Description Sample Color Client Sample Location	Asbestos Detected? (Yes/No)	Composition % Non-Asbestos Materials	Composition % Asbestos Materials
115374-012 12 1	Penetration Mastic Black Roofing System - Vents / Flashings	Yes	Non-Fibrous Material 97%	Chrysotile 3%
115374-013 13 1	Vapor Barrier Black Ext. Walls	No	Cellulose 85% Non-Fibrous Material 15%	None Detected
115374-014 14 1	Vapor Barrier Black Ext. Walls	No	Cellulose 85% Non-Fibrous Material 15%	None Detected
115374-015 15 1	Vapor Barrier Black Ext. Walls	No	Cellulose 85% Non-Fibrous Material 15%	None Detected
115374-016 16 1	Stucco Off-White Ext. Walls	No	Non-Fibrous Material 100%	None Detected
115374-017 17 1	Stucco Off-White Ext. Walls	No	Non-Fibrous Material 100%	None Detected
115374-018 18 1	Stucco Off-White Ext. Walls	No	Non-Fibrous Material 100%	None Detected

Megan A. DeLara

Analyst: Megan De Lara (Analyst)

Lupe Escobar

Approval: Lupe Escobar (Laboratory Manager)



Disclaimer: Bulk sample(s) submitted was (were) analyzed in accordance with the procedures outlined in EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials, 1993) and Appendix E to Subpart E of 40 CFR Part 763.

Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. This report applies only to the items as received in the lab. "None Detected" means that no asbestos was observed in the sample. "< 1%" (less than one percent) means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%. This report may not be reproduced, except in full without the expressed written consent of Pinnacle Laboratory. This report may not be used to claim product certification, approval, or endorsement by NIST, NVLAP, AQMD, or any government agency.

END OF REPORT



ENVIRONMENTAL

INSPECTION & LABORATORY

Asbestos Bulk Chain of Custody

Subject Property: 1440 West Whittier Blvd, La Habra, CA 90631		Turnaround Time (TAT) Options <input type="checkbox"/> 3 Hours <input type="checkbox"/> 6 Hours <input type="checkbox"/> 24 Hours <input checked="" type="checkbox"/> 48 Hours	
Client:		Analysis Method (Report Limit) Check the Appropriate Box Below:	
Date: 01/13/26	<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> 40 CFR Appendix E to Subpart E of Part 763 (<1%)	
JL #	<input type="checkbox"/> Point Count w/ Gravimetric 1000 (<0.1%)	<input type="checkbox"/> Point Count 1000, Non-Grav. (<0.1%)	
Inspection Type: <input checked="" type="checkbox"/> Limited <input type="checkbox"/> Comprehensive	<input type="checkbox"/> Dust Wipe (PLM Qualitative)	<input type="checkbox"/> Soil (PLM Qualitative)	<input type="checkbox"/> Microvac ASTM D 5755
	<input type="checkbox"/> Microvac (PLM Qualitative)	<input type="checkbox"/> PLM CARB 435 - Level A	<input type="checkbox"/> PLM CARB - 435 Level B

Sample #	Material	Location	Condition	Friable	Quantity
1	Felt	Roofing System	G D SD	Y N	~500ft
2			G D SD	Y N	
3			G D SD	Y N	
4	Bottom Asphalt Shingle	- Bottom layer	G D SD	Y N	~500ft
5			G D SD	Y N	
6			G D SD	Y N	
7	Asphalt Shingle	- Top layer	G D SD	Y N	~500ft
8			G D SD	Y N	
9			G D SD	Y N	
10	Pen. mastic	Vents/Flashings	G D SD	Y N	~200ft
11			G D SD	Y N	
12			G D SD	Y N	
13	Vapor Barrier	Ext. walls	G D SD	Y N	~1500ft
14			G D SD	Y N	
15			G D SD	Y N	
16	Stucco		G D SD	Y N	~1500ft
17			G D SD	Y N	
18			G D SD	Y N	

Sampled & Relinquished By: Jonathan Massey	Sign: <i>[Signature]</i>	Date: 1-13-26	Time: 6:15 pm
Received By (Lab): Jade Hagihara	Sign: <i>[Signature]</i>	Date: 1/14/26	Time: 2:19 pm
Analyzed By (Lab):	Sign:	Date:	Time:





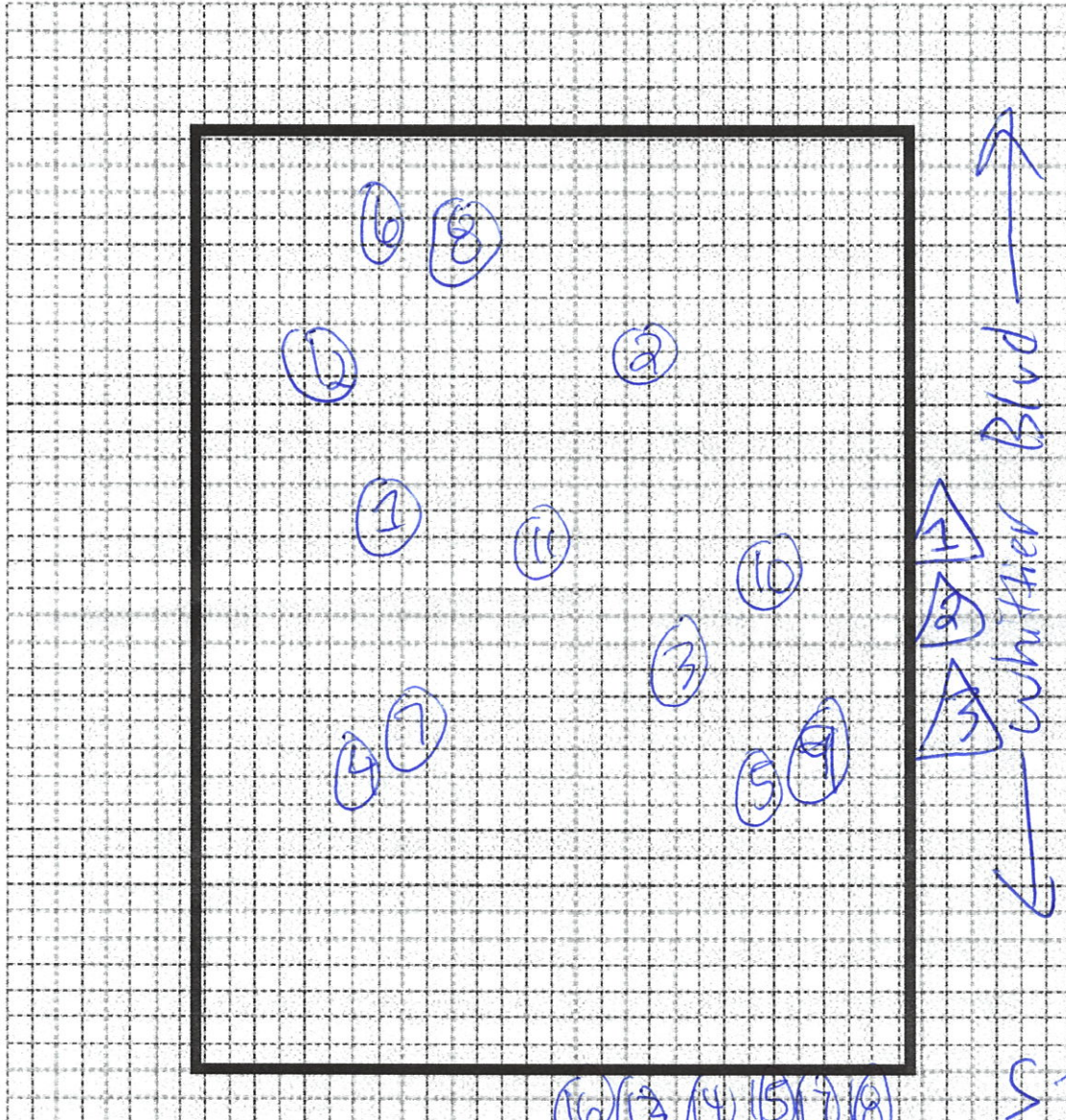
ENVIRONMENTAL

INSPECTION & LABORATORY

Address: 1440 West Whittier Blvd, La Habra, CA 90631

Date: 01/13/2026

NOTES:



AS Asbestos Samples
 LD Lead/HM Samples
 MD Mold Samples

Page 2 of 3



Property Address: 1440 West Whittier Blvd, La Habra, CA 90631

Asbestos

Asbestos can be found in many building materials, including, but not limited to: **interior walls and ceilings, exterior walls, heating system components, vent pipes, windows, insulation, flooring, and roofing.**

Per state regulations, **all** building materials that have been disturbed/damaged and will be disturbed during renovation, remediation, or demolition activities **must** be tested to determine the presence of asbestos **prior** to start of work (SCAQMD Rule 1403). The SCAQMD finds that fewer than three samples per homogeneous material is insufficient to determine the asbestos-containing status of building materials.

"AHERA sampling requirements (< 1000 sq. ft.= **3 samples**, 1000 - 5000 sq. ft.= **5 samples**, 5000 + sq. ft.= **7 - 9 samples**)"

Client has **DECLINED** or **ACCEPTED** AHERA sampling requirements

Declined Samples Comprehensive Bulk Survey Sampling Limited to: **Bulk** - Air - Dust

Authorization of Bulk Limited to: **DRYWALL** **PLASTER** **ACOUSTIC SPRAY** **FLOORING MATERIALS** **WINDOW GLAZING** **MASTIC**
HVAC SYSTEM **VENT PIPES** **EXT. SIDING** **STUCCO** **ROOFING MATERIALS** **INSULATION** **CONCRETE**
CEILING TILES **JOINT COMPOUND** **VAPOR BARRIER** **FIRE PROOFING** **SKIM COAT** **ASPHALT**

Air Samples Authorized Samples Declined Samples

Dust Samples Authorized Samples Declined Samples

NOTES: 10 ASB Bulk Samples collected; no other sample collection
Authorized by Client.

Inspection limited to the following areas: Limited to Exterior Roofing system and Stucco
walls and vapor Barrier only.

Lead

Lead can be found in many areas, including, but not limited to: **ceramic tile, interior and exterior painted surfaces, exterior flashings, settled dust, and soil.**

Per state regulations, all building materials that have been disturbed/damaged and will be disturbed during renovation, remediation, or demolition activities **must** be tested to determine the presence of lead prior to start of work.

In every pre-1978 structure, if any untested paint will be disturbed, assume untested paint is lead-based, or have paint tested by a state-certified Lead Inspector/Risk Assessor" (References: Title 17, CCR, Div 1, Ch 8, Accreditation, Certification and Work Practices for Lead-Based Paint and Lead Hazards and SB 460, the Cal/OSHA Lead in Construction Standard)

Declined Samples Comprehensive Lead Survey Sampling Limited to: **XRF** - Dust - Soil

NOTES: 3 XRF Scans collected only; no other collection
Authorized by Client.

Inspection limited to the following areas: Limited to Ext. wall, Roof fascia and patio
Area only.

By signing below, the undersigned acknowledges that all authorized samples have been collected and inspection areas surveyed as reasonably accessible. Any additional sampling or services requested after this inspection will require a new inspection and fees. The undersigned understands that inspections were limited to authorized accessible areas, and JLM Environmental assumes no responsibility for materials or locations not inspected. The client further agrees that JLM Environmental's methods are professionally suitable and may differ from other contractors; services are not required to follow third-party methods or preferences.

Name (Please Print) Danny Gonzalez

Signature [Signature]

Date 11/13/2025

Client not onsite at time of survey; authorization provided via: **CALL TEXT EMAIL ON-SITE REP:** _____

APPENDIX “C”
Construction/Demolition Recycling Plan



CONSTRUCTION/DEMOLITION RECYCLING PLAN

According to a Calrecycle Solid Waste Characterization Study completed in 2014, construction and demolition (C&D) materials are estimated to account for between 21.7 to 25.5 percent of the disposed waste stream. Previous study estimates have ranged from 29 percent in 2008 to 24 percent in 2004.

In 2011, the State Legislature passed the California Green Building Standards Code (CALGreen), which required recycling diversion of construction waste during most construction projects. Effective January 1, 2017, in all jurisdictions including those without a C&D ordinance requiring the diversion of 65 percent of construction waste, the owners/builder of construction projects within the covered occupancies will be required to divert 65 percent of the construction waste materials generated during the project. The code also allows a disposal reduction option that can be met when the project's disposal rate is less than 2 lbs. per square foot for non-residential and high rise residential or less than 3.4 lbs. per square foot for low-rise residential.

In pursuant to this Act, The City of La Habra required that in issuing construction/demolition permits, each applicant must prepare a plan for how inert solid wastes that are generated during a project will segregate recycled. This plan should include the expected type of material generated and the location where material is to be disposed and /or recycled. The developer is also required to provide documentation at the completion of the project of the quantity and types of waste disposed and diverted, and the destination of those diverted materials including materials reused on site using the Construction/Demolition Recycling Report.

If the project does not generate sufficient materials to warrant the recycling process of material, a report must still be submitted stating so. Types and quantities generated shall be listed as well as where such materials are hauled and by whom.

Construction/Demolition Recycling Reports shall be signed by both the property owner and the contractor after completion of the project and prior to issuance of certificate of occupancy.

If you have any questions, please contact the Public Works Department Recycling Coordinator at (562) 383-4170.

CONSTRUCTION/DEMOLITION RECYCLING REPORT - PART 1 OF 2
(To be completed **before** project completion)

Owner Name: _____ Owner Address: _____

Contact Person Name: _____ Phone Number: _____

Property Address: _____

Description of Project: _____

Anticipated materials removed from property: _____

Location where waste materials will be hauled: _____

Location where recyclable materials will be recycled: _____

Material	Total Amount Recycled (lbs.)	Total Waste Generated (lbs.)
Concrete		
Asphalt		
Wood		
Dirt		
Other: _____		
Other: _____		
TOTAL	TOTAL:	TOTAL:

We the undersigned swear that the information herewith submitted is in all respects true and correct to the best of our knowledge.

Contractor _____
Signed _____ Date _____

Property Owner _____
Signed _____ Date _____

For a list of local recyclers, please find attached list of recycling facilities or contact the
Public Works Department Recycling Coordinator at (562) 383-4170

For Office Use Only

Plan Approved Yes No Date _____

Signed _____

CONSTRUCTION/DEMOLITION RECYCLING REPORT - PART 2 OF 2
(To be completed **after** project completion)

Owner Name: _____ Owner Address: _____

Contact Person Name: _____ Phone Number: _____

Property Address: _____

Description of Project: _____

Anticipated materials removed from property: _____

Location where materials will be hauled: _____

Location where materials will be recycled: _____

Material	Total Amount Recycled (lbs.)	Total Waste Generated (lbs.)
Concrete		
Asphalt		
Wood		
Dirt		
Other: _____		
Other: _____		
TOTAL	TOTAL:	TOTAL:

We the undersigned swear that the information herewith submitted is in all respects true and correct to the best of our knowledge.

Contractor _____
Signed Date

Property Owner _____
Signed Date

Please re-submit completed form to Public Works, either by email at jhenderson@lahabracaca.gov or mail to:

City of La Habra Public Works Department
 621 W. Lambert Rd.
 La Habra, CA 90631

EXHIBIT B
SCHEDULE OF PERFORMANCE

Schedule of Performance:

- Bid Opening Wednesday, March 18, 2026
- Agreement Due Wednesday, March 25, 2026
- Project Award by City Council Monday, April 6, 2026
- Bonds and Insurance Due Monday, April 20, 2026
- Notice to Proceed Monday, April 27, 2026
- Eighteen (18) Work Days Monday, April 27 to May 20, 2026
- Received Warranties and Closeout Document Friday, May 29, 2026

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement, or endorse the policies to do so.

Without limiting the indemnity provisions of this Agreement, Contractor shall procure and maintain in full force and effect during the term of this Agreement, the following policies of insurance.

1. Minimum Scope and limit of Insurance

- A. **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Products-Completed Operations: Contractor shall procure and submit to City evidence of insurance for a period of at least five (5) years from the time that all work under this Agreement is completed.

- B. **Automobile Liability Insurance** with coverage at least as broad as Insurance Services Office Form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, coverage for hired autos (Code 8) and non-owned autos (Code 9) with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. **Workers' Compensation** as required by the State of California with statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and each employee for disease.
- D. **Contractors Pollution Legal Liability** covering all of the Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, non-owned disposal site liability, defense costs, cleanup costs, and pollution conditions that arise from or in connection with the transportation (including loading and unloading) by or on behalf of the Contractor, of any waste or waste materials off or away from the project site. Coverage shall be provided for both sudden and accidental and gradual and continuous pollution events with limits no less than \$1,000,000 each loss and \$2,000,000 in the aggregate. The policy shall not exclude any hazardous materials for which there is exposure.

E. Surety Bonds: Contractor shall provide the following Surety Bonds:

- (a) Bid Bond
- (b) Performance Bond
- (c) Payment Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

2. Endorsements

Insurance policies shall not be compliant if they include any limiting provision or endorsement contrary to this Agreement, including but not limited to restricting coverage to the sole liability of Contractor, excluding contractual liability or excluding third party over actions. The following endorsements shall be provided to the City.

A. Commercial General Liability, Auto Liability and Contractors Pollution Legal Liability Policies:

1. **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW ADDITIONAL INSUREDS FOR YOUR CITY) are to be covered as additional insureds for the liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

Commercial General Liability additional insured endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or both CG 20 10 or CG 20 26, and CG 20 37.

2. **Primary and Non-Contributory:** This insurance is primary to and will not seek contribution from any other insurance whether primary, excess, umbrella, or contingent insurance, including deductible, or self-insurance available to the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) as additional insureds.

The Commercial General liability primary endorsements shall be at least as broad as ISO CG 20 01 04 13.

3. **Waiver of Subrogation:** Any right of subrogation against the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) shall be waived.

B. Workers' Compensation:

1. **Waiver of Subrogation:** Any right of subrogation against the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) shall be waived.

3. **Insurance Obligations of Contractor**

The City requires and shall be entitled to the Contractor's broader coverage and/or the higher limits if Contractor maintains broader coverage and/or higher limits than the minimums shown above. Any available insurance proceeds excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

4. **Notice Of Cancellation**

Required insurance policies shall not be cancelled or coverage reduced until thirty (30) days written notice of cancellation has been served upon the City, except ten (10) days shall be allowed for non-payment of premium.

5. **Waiver Of Subrogation**

Required insurance policies shall not prohibit Contractor from waiving the right of subrogation prior to a loss. The Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

6. **Evidence Of Insurance**

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

7. **Self-Insured Retention**

Self-insured retentions (SIR's) must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the SIR. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City. Self-insured retentions shall be the sole responsibility of Contractor, or subcontractor who procured such insurance. The City may deduct from any amounts otherwise due Contractor to fund the SIR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR.

8. **Contractual Liability**

The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.

9. **Failure To Maintain Coverage**

The Contractor agrees to suspend and cease all operations hereunder during such time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until the Contractor has fully complied with the insurance provisions of this Agreement. If the Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

10. **Acceptability Of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

11. **Claims Made Policies**

If coverage is written on a claims-made basis, the retroactive date of such insurance and all subsequent insurance shall coincide or precede the effective date of Contractor's initial Agreement with the City and continuous coverage shall be maintained, or an extended reporting period shall be exercised for a period of at least ten (10) years from termination or expiration of this Agreement.

12. **Excess Umbrella Liability Policies**

If any excess or umbrella liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all the insurance requirements stated in this Agreement, including, but not limited to the additional insured, primary & non-contributory and waiver of subrogation insurance requirements stated herein. No insurance policies or self-insurance maintained by the City, whether primary, reinsurance or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess/umbrella liability policies are exhausted.

13. **Insurance For Subcontractors**

Contractor shall be responsible for causing subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an additional insured, providing primary and non-contributory coverage and waiver of subrogation to the subcontractor's policies. Commercial general liability additional insured endorsements shall be as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 38 and CG 20 40.

INDEMNIFICATION PROVISION:

The indemnification section should be separate from the insurance section, and the following should be added to the indemnification provision of this Agreement:

“These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Agreement. City approval of the insurance required by this Agreement does not in any way relieve Contractor from liability under this section.”

INDEMNIFICATION LANGUAGE SHOULD BE REVIEWED AND APPROVED BY LEGAL COUNSEL.

Project No. 1-B-26

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS