

**MONTECITO SANITARY DISTRICT
SANTA BARBARA COUNTY, CALIFORNIA**



BID NO. 2021-03

**PROPOSAL AND CONTRACT
FOR
ROOF REPLACEMENT PROJECT**

By: Carrie Poytress
Carrie E. Poytress, P.E.

Date: 8/5/2021

APPROVED:

Montecito Sanitary Montecito Sanitary District

By: Bradley Rahrer
Bradley Rahrer, P.E.
General Manager

**NOTICE: MANDATORY PRE-BID CONFERENCE AND
TOUR**

DATE/TIME: August 17, 2021 at 8:00 a.m.

LOCATION: Montecito Sanitary District Board Room
1042 Monte Cristo Lane
Santa Barbara, CA 93108

Bidders must attend this pre-bid conference as a requirement for
submittal of a bid proposal.

Date: 8/5/2021

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PART A – LEGAL AND PROCEDURAL DOCUMENTS

SECTION A1 – NOTICE TO CONTRACTORS

The Montecito Sanitary District will receive sealed bids, electronically, for BID NO. 2021-03 for the ROOF REPLACEMENT PROJECT via email to Brad Rahrer, brahrer@montsan.org, until 10:00 A.M. Tuesday, August 31, 2021, to be publicly opened and read at that time via a Zoom Meeting ID: 834 1164 8516 (<https://us02web.zoom.us/j/83411648516>). All associated documents, including bonding information, shall be submitted with the bid. Confirmation of a bidder's successful submission of the documents will be provided electronically. Paper bids will not be accepted. Bids cannot be uploaded or considered after the bid due time. Bidders are responsible to ensure that their bid and all supporting documentation are submitted and completed prior to the deadline. Bids shall be valid for sixty (60) calendar days after the bid opening date.

The scope of work to be accomplished by the Contractor under these specifications shall include, but not necessarily be limited to, the following general categories of work: filing for and pulling a County of Santa Barbara Building Department Permit for the project, including paying all fees and posting all bonds and implementation of and compliance with the all permit requirements; the replacement of the approximately 660 square feet Board Room and approximately 4,300 square feet Office/ Operations Building roofs including tear off, haul away, and legally dispose of existing roof (1) layer; check for any dry rot, termite damage, or other needed work; apply double layer of underlayment; install asphalt fiberglass shingles and rapid ridge cap; install step shingles as needed; install metal pipe flashings; install metal top flashing; install welding saddle stock flashings around vent curbs; install new venting over attic space; install metal drip edge on all gable and gutter edges; replace two existing skylights on Board Room roof; install skylight saddle flashing; and grounds will be cleaned to original conditions. The work includes all labor, material, supervision, and equipment necessary to complete the project.

Project documents for the work may be downloaded at no charge via the District website at www.montsan.org.

Bidders are hereby notified that pursuant to provisions of Section 1770, et seq., of the Labor Code of the State of California, the Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. In addition, the Contractor shall be responsible for compliance with the requirements of Section 1777.5 of the California Labor Code relating to apprentice public works contracts. The Montecito Sanitary District hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations or beliefs, sex, age, physical disability, medical condition, marital status or pregnancy.

There will be **a mandatory pre-bid conference on Tuesday, August 17, 2021 at 8:00 a.m.** at the Montecito Sanitary District Board Room, 1042 Monte Cristo Lane, Santa Barbara, CA 93108. **Bidders must attend this pre-bid conference as a requirement for submittal of a bid proposal.**

MONTECITO SANITARY DISTRICT


Bradley Rahrer, P.E.
General Manager

PUBLISHED: Sundays, August 8, 2021 and August 15, 2021

SECTION A2 – INFORMATION FOR BIDDERS

A2.01 Inspection of Site of Work

Bidders are required to inspect the site of the work in to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of the site inspection, a bidder finds facts or conditions which appear to conflict with the letter or spirit of the contract documents, or with any other furnished data, the bidder may apply to the District (Owner) for additional information and explanation before submitting a bid.

The submission of proposals by bidders shall constitute the acknowledgment that, if awarded the Contract, the bidders have relied and are relying on their own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on their own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the Contract, and not on any representation or warranty of the District. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

A2.02 Examination of Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the District may rely that the bidder has thoroughly examined and is familiar with the Contract documents. The failure or neglect of a bidder to receive or examine any of the Contract documents shall in no way relieve the bidder from any obligations with respect to the proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract document.

A2.03 Interpretation of Contract Documents

No oral interpretations will be made to any bidder as to the meaning of the Contract documents. Requests for an interpretation shall be made in writing and delivered to the District at least ten (10) days before the time announced for opening the proposals. Interpretations by the District will be in the form of an addendum to the Contract documents, and, when issued, will be sent as promptly as is practical to all parties to whom the Contract documents have been issued. All such addenda shall become part of the Contract.

For information and questions regarding technical aspects of the project, bidding procedures, design questions, materials, etc., please write (print) or type, your questions and FAX them to 805-969-9049 or email them to brahrer@montsan.org.

Please note on the cover of the transmittal the following information:

ROOF REPLACEMENT PROJECT, BID NO. 2021-03
ATTN: Brad Rahrer, General Manager

A2.04 Road/Access to Sites Information

The bidder shall make deductions and conclusions as to the nature and condition of the existing public and private roads and other site access routes and shall accept full responsibility therefore.

A2.05 Proposal

Proposals shall be made on the blank forms prepared by the District from the bound Contract documents. All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate

address. If the proposal is made by an individual, his or her name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute Contracts on behalf of the corporation.

Each proposal shall be enclosed in one PDF, named as specified in the Notice to Contractors. Bidders are warned against making erasures or alterations of any kind, and proposals which contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

A2.06 Addenda

Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

A2.07 Bid Prices

Bid prices shall include everything necessary for the completion of construction and fulfillment of the Contract including but not limited to furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the Contract documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

The total amount of the bid will be the sum of the total prices of all items in the bid schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail provided that, if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

A2.08 Taxes and License

Bid prices shall include allowance for all federal, state and local taxes.

A2.09 Blank

A2.10 Qualification of Bidders

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The bidder's experience shall be set forth and submitted on the form provided herewith.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time the bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall have at least 5 (five) years of active experience in roofing construction experience in similar magnitude and character of the work bid. Acceptable documentation of these minimums must be submitted to the District. Contractor's project manager must have a minimum of 5 years of roofing construction experience, while under the employment of the bidding company.

It is the intention of the District to award a Contract to a bidder who furnishes satisfactory evidence that the bidder has the requisite experience, ability, sufficient capital, facilities, and plant to enable the

bidder to prosecute the work successfully and properly, and to complete it within the time specified in the Contract.

A2.11 List of Subcontractors

Each proposal shall have listed on the form provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the proposal. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the Contract documents.

A2.12 Proposal Guaranty

The proposal shall be accompanied by a proposal guaranty bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California for payments to the District in the sum of at least 10% of the total amount of the proposal, or alternatively by a certified or cashier's check payable to the District in the sum of at least 10% of the total amount of the proposal. The amount payable to the District under the proposal guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the District in case of a failure or neglect of the bidder to furnish, execute and deliver to the District the required performance bond (including payment bond), evidences of insurance and to enter into, execute and deliver to the District the agreement on the form provided herewith, within ten (10) days after being notified in writing by the District that the award has been made and the agreement is ready for execution.

A2.13 Modification of Proposal

A modification of a proposal already received will be considered only if the modification is received prior to the time announced for the opening of proposals. All modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

A2.14 Postponement of Opening

The District reserves the right to postpone the date and time for opening of proposals at any time prior to the date and time announced in the Notice to Contractor.

A2.15 Disqualification of Bidder

If there is reason to believe that collusion exists among the bidders, the District may refuse to consider bids from participants in such collusion.

A2.16 Rejection of Proposals

The District reserves the right to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which the bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the District; any proposals accompanied by insufficient or irregular bid security; and any proposals from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

A2.17 Award of Contract

Within sixty (60) days after the time announced for opening proposals, the District will either accept a proposal and award a Contract or reject all proposals unless the Bidder has extended the time for consideration of its proposal. The District shall give written notice of the acceptance of a proposal and

award of Contract to the Bidder whose proposal is accepted. Such notice may be given by either personal delivery or mailed and shall be given within fifteen (15) days after acceptance of a proposal. The award of a Contract shall obligate the Bidder whose proposal is accepted to furnish performance and payment bonds and evidences of insurance and execute the Contract set forth herein.

A2.18 Return of Proposal Guarantees

Within ten (10) days after the bids are opened, the District will return the proposal guarantees (other than bid bonds) accompanying the proposals which are not to be considered in making the award. All other proposal guarantees will be held until the Contract has been fully executed, after which they will be returned to the respective bidder whose proposals they accompanied.

A2.19 Execution of Contract

The Contract agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidences of insurance, within ten (10) days after personal delivery of the notice referred to in Section A2.17 above or within fifteen (15) days after such notice has been deposited in the United States mail.

A2.20 Subcontractor Substitution

The provisions of the California Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100-4113) are incorporated herein and the Montecito Sanitary District is authorized to consent to substitutions as provided therein.

A2.21 Proof of surety for payment bond

Contractor shall obtain a Certificate of Authority from the County Clerk-Recorder Assessor in and for the County of Santa Barbara, certifying that the named insurer(s) for the payment bond have the authority to transact surety insurance in this State. Alternatively, the Contractor shall obtain a certified copy of the Certificate of Authority of the insurer issued by the Insurance Commissioner, within ten (10) calendars days of the contract award.

A2.22 Bid Protests

A protest relative to a particular bid must be submitted in writing and addressed to the General Manager, Montecito Sanitary District, 1042 Monte Cristo Lane, Santa Barbara, CA 93108 and be received by the Montecito Sanitary District by 5 P.M. of the 5th business day following notification to the bidder of a recommendation to award the Contract to another firm. The protest shall contain a full and complete statement specifying in detail the grounds of the protest and the facts in support thereof. The protest shall be hand delivered or sent via certified mail.

- a) The protest document must contain a complete statement of the factual and legal basis of the protest.
- b) The protest document must refer to the specific portion of the bid document that forms the basis of the protest.
- c) The protest must include the name, address, and telephone number of the person representing the protesting party.
- d) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all others with a direct financial interest who might be adversely affected by the outcome of the protest. Such parties shall include

all other bidders who appear to have a reasonable prospect of receiving an award depending on the outcome of the protest.

- e) The General Manager will issue a written decision on the protest within five working days of receipt of the written protest.
- f) If the protest is rejected, the party filing the protest shall have five working days to file an appeal to the Montecito Sanitary District's Board of Directors. The Board will issue a ruling within 15 working days. If he or she determines the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future Contract s/contracts.
- g) The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of a protest. Failure by a party originating the protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Claim or legal proceeding.

MONTECITO SANITARY DISTRICT

**PROJECT: ROOF REPLACEMENT PROJECT
BID NO. 2021-03**

IMPORTANT NOTICE

PROPOSAL DOCUMENTS

All bids must be accompanied by the following completed forms:

- a. Contractor's Proposal
- b. Proposed Equipment and Material Manufacturers
- c. Experience Statement
- d. Proposed Subcontractors
- e. Proposal Guaranty Bond
- f. Bidder's Statement Regarding Insurance Coverage
- g. Bidder's Declaration of Non-collusion

Failure to complete, sign (where required), and return the above proposal documents with your bid may render it non-responsive.

SECTION A3 – CONTRACTOR'S PROPOSAL

**PROJECT: ROOF REPLACEMENT PROJECT
BID NO. 2021-03**

Montecito Sanitary District _____, 2021
1042 Monte Cristo Lane
Santa Barbara, CA 93108

The undersigned, as bidder, declares that we have examined all of the Contract documents and specifications contained in the above-referenced Project and Bid, and that we will contract with the District on the form of contract provided therewith to do everything necessary for the fulfillment of this contract at the price and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: (1) Bidding Schedule, (2) Experience Statements, (3) Proposed Subcontractors, and (4) Proposed Equipment and Material Manufacturers. We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents.

Attached is a proposal guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our proposal, or alternatively there is attached a certified or cashier's check payable to the District, in the amount of at least 10% of the total amount of our proposal.

If our proposal is accepted, we agree to sign the Contract form and to furnish the performance bond (including payment bond) and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the District, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in Section B1.02, Section 6 (Paragraph 6-7.2).

Bidder's Mailing Address

State of Incorporation

(Company Name of Bidder)

(Type of Organization,
Individual, Corporation, etc.)

By _____
(Authorized Signature)

(Print Name)

(Title)

(Phone Number)

PROJECT: ROOF REPLACEMENT PROJECT
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BIDDING SHEET PAGE 1 OF 2

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. (See Section A2.07.)

The Montecito Sanitary District reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the Contract, except that appropriate additions or deductions from the Contract total price will be made at the stipulated unit price.

The Montecito Sanitary District further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of Contract.

Bidders must bid on all items in the Bid Schedule in order for their bids to be complete. The award of Contract will be based upon the total bid for all items.

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total
1	Move in/out, bonds and insurance	LS	1		
2	File for and pull County of Santa Barbara Building Permit	LS	1		
3	Re-Roof Board Room	SF	660		
4	Re-Roof Office/Operations Building	SF	4,300		
5	Skylight for Board Room	EA	2		
6	Plywood for Board Room	SF	660		
7	Plywood for Office/Operations Building	SF	4,300		
8	Gutter System for Board Room	LS	1		
9	Gutter System for Office/Operations Building	LS	1		
10	Re-flashing Penetrations and Vents	LS	1		
Total					

Total Bid Price in Words

Company Name of Bidder

Telephone Number

EXPERIENCE STATEMENT

Pursuant to Article A2.10, the outline below is a record of the Bidder's experience in construction of a type similar in magnitude and character to that contemplated under this Contract. Additional numbered pages outlining this portion of the proposal may be attached to this page.

I have a current and valid Contractor's License, in good standing, issued by the California State Department of Consumer Affairs.

Contractor's License No. _____, applicable to the work.

Class	Description
Expiration Date	

I declare under penalty of perjury that the foregoing is true and correct. Executed on _____ (date) at _____ (City), California.

(signature)
typed name and title

BIDDER'S QUALIFYING EXPERIENCE
(See Paragraph A2.10.1 for Minimum Requirements)

Project Title: _____

Description of Work: _____

Customer / Agency: _____

Contact Person: _____ Telephone _____

Date Completed: _____ Dollar Value _____

Submit attachment for additional contracts that demonstrate the Bidders installation experience meets the requirements of Para A2.10.1 using table format shown above.

PROPOSED SUBCONTRACTORS

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the Contract, and no subcontractor doing work in excess of the amount specified in Article A2.11, List of Subcontractors, who is not listed, will be used without the written approval of the District. Additional numbered pages outlining this portion of the proposal may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location (City and county), and item of work must be stated at the time of the bid.**

SUBCONTRACTORS LIST, Page 1		
NOTE: All Subcontractors in excess of 1/2 of 1% of total bid must be listed.		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE: / /	PHONE: ()
CLASS:		
DIR:		
SUBCONTRACTOR:		ITEM OF WORK :
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE: / /	PHONE: ()
CLASS:		
DIR:		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE: / /	PHONE: ()
CLASS:		
DIR:		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE: / /	PHONE: ()
CLASS:		
DIR:		
SUBCONTRACTOR:		ITEM OF WORK:
LOCATION/ADDRESS:		
LICENSE NO.	EXPIRATION DATE: / /	PHONE: ()
CLASS:		
DIR:		

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE

Bidder hereby certifies that the insurance coverage requirements specified in the Contract Specifications for BID NO. 2021-03, specifically to Sections A8, A9, A10, and B1.02-Section 7 (Paragraphs 7-3.1 and 7-3.2), have been reviewed by the Bidder. Should the bidder be awarded the Contract for the work, Bidder further certifies that the Contract Specifications requirements for insurance as such insurance requirements are described in the insurance certificate, which is contained within this Contract package, including insurance coverage of the subcontractors, can be met by the Bidder.

Bidder

By _____

Title

Dated

***Bidder's Declaration – Non Collusion
(California Public Contract Code Section 7106)***

The undersigned having adequate information to make this declaration without reservation or qualification declares under penalty of perjury pursuant to the provisions of California Public Contract Code Section 7106, as follows:

The party making the bid enclosed herewith declares that that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The bid is genuine and not collusive or sham.

The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding.

The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract.

All statements contained in the bid are true; and, further, the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

This declaration executed on _____, 2021 at
_____ California.

(signature)

typed name and title

SECTION A4 – PROPOSAL GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____ hereinafter called Principal, and _____ Hereinafter called the Surety, are jointly and severally held and firmly bound unto the Montecito Sanitary District, California, hereinafter called District, in the penal sum of ten percent (10%) of the aggregate of the bid proposal of Principal for the work, this sum not to exceed _____ Dollars lawful money of the United States, for the payment whereof unto District, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Principal is herewith submitting a proposal for the ROOF REPLACEMENT PROJECT;

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a Contract for the work, and if Principal within that time specified in the proposal enters into, executes and delivers to District a Contract in the form provided herewith, and if Principal within the time specified in the proposal gives to District the performance bond and the payment bond on the forms provided herewith, then this obligation shall be void. If, however, Principal shall fail or refuse to furnish, execute and deliver to District said performance and payment bonds, and evidence of required liability and worker's compensation insurance in the time stated in the proposal, then Principal and Surety shall forfeit to District the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS _____ day of _____, 2021

Principal

By _____
Signature

Seal

Surety

Seal

By _____
Signature

(Attach notarial acknowledgment of Surety)

SECTION A5 - CONTRACT

AMOUNT OF CONTRACT:

THIS CONTRACT, made this _____ day of _____, 2021 by and between the MONTECITO SANITARY DISTRICT, hereinafter referred to as "District" and _____, hereinafter referred to as "Contractor,"

WITNESSETH:

A. WHEREAS, District has caused specifications, drawings and other contract documents (hereinafter referred to as "Specifications" to be prepared for certain work on the referenced project; and

B. WHEREAS, said Specifications include:

- Part A – Legal and Procedural Documents
- Part B – Special Provisions – General
- Part C – Special Provisions – Project and,
- Part D – Special Provisions – Technical
- Part E – Appendices

C. WHEREAS, Contractor has offered to perform the proposed work in accordance with the terms of said Specifications as set forth by submission of the Contractor's proposal;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained in said Specifications and Contractor's Proposal, which are made a part hereof as though fully set forth, Contractor hereby agrees to complete the work at the prices and on the terms and conditions therein contained, and District hereby employs the Contractor and agrees to pay the Contractor the contract prices therein provided for the fulfillment of the work and the performance of the covenants therein set forth.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

MONTECITO SANITARY DISTRICT,

Board of Directors - President

Contractor

ATTEST:

By _____

Board of Directors - Secretary

APPROVED AS TO CONTENT:

MSD General Manager

Printed Name and Title

APPROVED AS TO FORM AND INSURANCE:

MSD District Counsel

SECTION A6 – PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called Principal and _____, hereinafter called Surety, are jointly and severally held and firmly bound unto the Montecito Sanitary District, California,

hereinafter called District, in the penal sum of _____ Dollars

(\$ _____) (100% of amount bid in proposal) lawful money of the United States,

for the payment whereof unto District. Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, District has awarded to Principal a contract for _____;

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

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the Contract and any changes made as therein provided and shall indemnify and save harmless District, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to District such reasonable attorney's fees as shall be fixed by the court.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by District, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

SECTION A6 (Continued)

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

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and District and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 2021.

Seal

Principal

By _____
Signature

Seal

Surety

By _____
Signature

(Surety's Mailing Address)

(Telephone No.)

(Attach both Notarial Acknowledgement
of Surety and Power of Attorney)

Approved as to form this _____ day of _____, 2021

Montecito Sanitary District Counsel

By _____
Montecito Sanitary District Counsel

SECTION A7 – PAYMENT BOND (Civil Code Section 3247)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Montecito Sanitary District has awarded to

_____ as principal, hereinafter called "Contractor", a contract for the work described as follows:

ROOF REPLACEMENT PROJECT and

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

WHEREAS, _____ is hereinafter called "Surety";

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the Montecito Sanitary District in the amount required by law, the sum of:

_____ Dollars (\$ _____)
(100% of Contract Amount)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if said Contractor, its heirs, executors, administrators, successors or assigns; or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, that the Surety or sureties herein will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

SECTION A7 (Continued)

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

This bond is issued and accepted under the provision that any alterations in the work to be done or the material 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.

SIGNED AND SEALED this _____ day of _____, 2021

Contractor

Seal

By _____
Signature

Surety

Seal

By _____
Signature

Surety's Mailing Address

Telephone Number

(Attach both Notarial Acknowledgements
of Surety and Power of Attorney)

Approved as to form this _____ day of _____, 2021

Montecito Sanitary District Counsel

By _____
Montecito Sanitary District Counsel

SECTION A8 – WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Date _____

Contractor

By _____
Signature

Title

ATTEST:

By _____
Signature

Title

SECTION A9 – CERTIFICATE OF INSURANCE

This certifies to the Montecito Sanitary District, 1042 Monte Cristo Lane, Santa Barbara, California, 93108, that the following described policies have been issued to:

Insured:
Address:

Location of operations insured:

Description of work: Roof Replacement Project BID NO. 2021-03

POLICIES AND INSURERS	LIMITS		POLICY NUMBER	EXPIRATION DATE
	Bodily Injury	Property Damage		
Comprehensive General Liability (Insurer)	Each Person	Each Occurrence		
	Each Occurrence	Aggregate		
	Combined Single Limit			
Comprehensive Automobile Liability [] Owned [] Hired [] Non-Owned (Insurer)	Each Person	Each Accident		
	Each Occurrence			
	Combined Single Limit			
Professional Liability • Errors & Omissions • Malpractice (If Applicable) • Negligent Performance (Insurer)	Each Person	Each Accident		
	Each Occurrence	Aggregate		
	Combined Single Limit			
Workers' Compensation (Insurer)	STATUTORY			
	Employer's Liability \$			

The following coverage or conditions are in effect:

General Liability []	Automobile Liability []	Professional Liability []		
			Yes	No
1. Montecito Sanitary District, Its Officers, Employees, and Agents Named as Additional Insured; must attach a copy of the endorsement.				
2. Policies will not be Canceled, Limited, or Allowed to Expire Without 30 Days Written Notice to the Montecito Sanitary District, 1042 Monte Cristo Lane, Santa Barbara, California 93108, or 10 days for non-payment of premium.				
3. Coverage afforded the Montecito Sanitary District shall Apply as Primary & Not Excess to Any Insurance Issued in the Name of the MSD				
4. Blanket or Scheduled Contractual Liability Sufficiently Broad to Cover Liability Assumed in Contract.				
5. Policy includes a Severability of Interest provision.				
6. Broad Form Property Damage Endorsement				
7. Products and Completed Operations				
8. X, C, U Hazards Included				
9. Longshoremen's Harbor Workers' Act.				
10. Liquor Liability				
11. Fire Legal Liability				
12. Other (specify).				

Date: _____

(Authorized Signature)

At: _____

(Print Name)

(Company and Address)

NOTE: Authorized signature may be the agent if agent has placed insurance through an agency agreement with the Insurer.
If insurance is brokered, authorized signature must be that of official of Insurer.

SECTION A10 – CERTIFICATE OF COMPLIANCE

TO: MONTECITO SANITARY DISTRICT

RE: ROOF REPLACEMENT PROJECT

This is to certify that all requirements for insurance of subcontractors as specified in Bid Number 2021-03 have been met.

Firm

By _____

Title

Dated _____

(Please return this completed form with your Bonds and Certificates of Insurance)

SECTION A11 – CONTRACTOR’S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE

A11.01 Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the Montecito Sanitary District and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the Montecito Sanitary District for Contracts, services, and the construction, repair, or improvement of public works.

A11.02 Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. 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 the Montecito Sanitary District setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the Montecito Sanitary District advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the Montecito Sanitary District, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the Montecito Sanitary District for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this Contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this Contract or of the Fair Employment Practices Act shall be regarded by the Montecito Sanitary District as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "non-responsible".

The Montecito Sanitary District 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 under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the Montecito Sanitary District shall notify the Contractor that unless he or she demonstrates to the satisfaction of the Montecito Sanitary District within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the Montecito Sanitary District, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any Montecito Sanitary District contract, the Montecito Sanitary District Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the Administrator shall request the Montecito Sanitary District Board to hold a public hearing to determine the existence of a discriminatory practice in violation of this Contract.

In addition to any other remedy or action provided by law or the terms of this Contract, the Contractor agrees that, should the Montecito Sanitary District Board determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this Contract or has willfully violated such provisions, the Montecito Sanitary District may, without liability of any kind, terminate, cancel, or suspend this Contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the Montecito Sanitary District, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The Montecito Sanitary District may deduct any such penalties from any monies due the Contractor from the Montecito Sanitary District.

7. The Contractor certifies to the Montecito Sanitary District that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the Montecito Sanitary District:

- a. The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
- b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
- c. The Contractor shall file a basic compliance report as required by the Montecito Sanitary District. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
- d. The Contractor shall notify the Montecito Sanitary District of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this Contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the Montecito Sanitary District from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the Montecito Sanitary District that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers:

- a. In the performance of the work under this Contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
- b. The Contractor will take such action with respect to any subcontract or Contract as the Montecito Sanitary District may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction by the Montecito Sanitary District, the Contractor may request the Montecito Sanitary District to enter into such litigation to protect the interests of the Montecito Sanitary District.

END OF PART A

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PART B – SPECIAL PROVISIONS - GENERAL

SECTION B – GENERAL PROVISIONS

B1-1 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction (2015 edition) of the Southern California Chapter American Public Works Association. Part 1 (General Provisions) of the Standard Specifications is incorporated herein by reference. In case of conflict between the Standard Specifications and the Special Provisions, the Special Provisions shall control.

B1-2 Modifications to Standard Specifications

Section 1 – Terms, Definitions, Abbreviations and Symbols

No change.

Section 2 – Scope and Control of the Work

2-5 Plans and Specifications

Add the following:

2-5.1.1 Existing Site Conditions

The location of the work, its general nature and extent, dimensions, details, and other pertinent information is available for inspection during the pre-construction meeting. The Contractor is required to visit the site of the work to become familiar with local conditions that may affect cost, progress, or performance of the work, and by personal investigations be satisfied as to the existing conditions affecting the work to be done. The Contractor shall examine thoroughly the Contract Documents prior to submitting a bid. If the Contractor chooses not to visit the site or conduct investigations, the Contractor will nevertheless be charged with knowledge of conditions which reasonable inspection and investigation would have disclosed.

It is the responsibility of each Contractor before submitting a bid to consider federal, state and local laws and regulations that may affect the cost, progress, or performance of the Work and to study and carefully correlate the Contractor's observations with the Contract Documents. The Contractor shall notify the District of all conflicts, errors, ambiguities, or discrepancies in or between the Contract Documents and such other related data.

The Contractor shall assume all responsibility for deductions and conclusions as to the difficulties in performing the work. The Contractor shall examine each site to determine the existing conditions including accessibility, existing landscapes, and roof type and condition prior to bidding.

2-5.2.1 Conflict in Plans

Should it appear that the work to be done, or any of the matter relative thereto is not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the District for such further explanations as may be necessary, and shall conform thereto as part of the Contract so far as may be consistent with the terms thereof.

2-5.3.1.1 Submittals

There are submittals that are required by the District for review at least five (5) working days prior to the pre-construction meeting. See Section C-4 for the list of these submittals. Issuance of a Notice to Proceed is dependent on the timelines and the proper level of detail of these submittals. Submittals shall be submitted to the District in PDF format with appropriate titles. In addition, samples are required during construction along with weekly schedule updates. These are also listed in Section C-4.

2-6 Work to Be Done

Add the following:

2-6.1 Suggestions to Contractor

Any plan or method of work suggested by the District to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the District shall assume no responsibility therefor and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

Section 3 – Changes in Work

No change.

Section 4 – Control of Materials

4-1 Materials and Workmanship

Add the following:

4-1.3 Inspection Requirements

The District does not provide full time inspection. The Contractor shall provide 24 hr minimum notice for each inspection required by the work unless other arrangements have been agreed upon, in writing, with the District. Any inspection required outside of normal working hours and days, including holidays, will be at Contractor's cost at rates established by the District.

The Contractor shall be liable for any work that is not performed in accordance with the Contract documents whether or not the item was inspected.

4-1.10 Manufacturer's Recommendations

Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals, or trade literature), such recommendations or instructions shall be complied with except for where the Contract documents specifically require deviations.

4-1.11 Submittals

The Contractor shall provide to the District submittals on the following equipment and materials:

- Underlayment
- CertainTeed Landmark Solaris asphalt shingles (or approved equal)
- Skylights- double dome, curb mount, clear over white

Section 5 – Utilities

No change.

Section 6 – Prosecution, Progress and Acceptance of the Work

Add the following:

6-1.3 Notice to Proceed

Within ten (10) days after the execution of the Contract, written notice to proceed will be given by the District to the Contractor. Notwithstanding any other provision of the Contract, the District shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not the District has knowledge of the furnishing of such work.

6-1.4 Pre-Construction Conference

The Contractor shall attend a pre-construction conference to be held prior to the commencement of the construction at a place and time designated by the District. Representatives of the Contractor, the Montecito Sanitary District, and other affected parties shall be present. At this meeting, the Contractor shall designate the project superintendent and the superintendent's authority to act for the Contractor.

Full compensation for schedules and meetings shall be considered incidental to the project and no separate payment shall be made. All costs related to schedules and meetings shall be included in the various other applicable items of work.

6-1.5 Special Scheduling

No Construction is to take place on legal holidays.

6-1.5.1 Working Hours

The Contractor shall conform to all working hours requirement identified by the County of Santa Barbara Building Department, unless otherwise authorized by both the County of Santa Barbara Building Department and the District at no additional cost. Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of the District. Such permission may be revoked at any time. No work shall be permitted on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:00 a.m. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the District from payments due the Contractor.

6-3 Suspension of the Work

6-3.1 General

Add the following:

When existing conditions are encountered which, in the opinion of the District, require temporary suspension of work for design modifications or for other determinations to be made, the Contractor shall move to other areas of work until such determinations are made. No additional compensation will be allowed by reason of such temporary suspension of work when the Contractor can reasonably reschedule work at a different location.

6-6 Delays and Extensions of Time

6-6.1 General

Add the following:

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, the Contractor shall notify the District in writing of the probability of the occurrence of such delay and its cause in that the District may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be assumed that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the District at the time of their occurrence and found by the District to have been unavoidable.

The Contractor shall make no claims that any delay not called to the attention of the District at the time of its occurrence has been an unavoidable delay.

6-6.2 Extensions of Time

Add the following:

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with 6-9.1. The District, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in the District's best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in 6-6.5 but will not be assessed damages pursuant to 6-9.

6-7 Time of Completion

Add the following:

6-7.1 General

The Contractor shall complete the final job walkthrough and all punch list items within thirty (30) working days of completion. If the Contractor fails to complete the punch list work within thirty (30) working days, the Montecito Sanitary District may hire another Contractor to complete the work and deduct the costs of such work from future payments.

The effective date of Acceptance of the Work for purposes of determining commencement of the warranty period shall be the date of issue of the Notice of Completion.

6-7.2 Contract Period

The Contractor shall prosecute the work so that all portions of the project shall be complete and ready for use within thirty (30) calendar days from the effective date of Notice to Proceed.

6-8 Completion, Acceptance, and Warranty

Add the following:

6-8.1 Completion and Acceptance

All punch list items shall be completed during the Contract period. Failure to do so will not be considered an occasion of unavoidable delay. When all items have been completed to the satisfaction of the Montecito Sanitary District, the project will be submitted to the Montecito Sanitary District Board, who may accept the completed work.

The District staff, in reporting completion to the District Board, will give the date when the work was completed. This will be the date when the Contractor is relieved from responsibility to protect the work, except for portions of the work for which the Contractor may have previously been relieved of such responsibility in accordance with Section 6-10.

6-9 Liquidated Damages

Add the following:

6-9.1 Liquidated Damages for Avoidable Delay

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the Contract documents as modified by any extension of time granted pursuant to 6-6.1.3, damage will be sustained by the District. Because of the difficulty in computing the actual material loss and disadvantage to the District, it

is determined in advance and agreed to by the parties hereto that the Contractor will pay the District the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the District will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he or she has ascertained and agrees that the District will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the Contract documents, the Contractor shall have no claim or right of action against the District for damages, costs, expenses, loss of profits, or otherwise because or by reason of any delay in the fulfillment of the Contract occasioned by any cause or event within or without the Contractor's control, and whether or not such delay may have resulted from anything done or not done by the District of the Contract.

Damages for avoidable delays shall be in the amount of **\$500.00** for each consecutive calendar day in excess of the time specified for completion of the work.

6-11 Request for Payment

Progress payments will be made monthly by the Montecito Sanitary District after receipt of a properly completed request from the Contractor. The Contractor shall submit all such requests for monthly progress payments, and shall include the following forms as applicable:

Form CC1:Progress Payment Request

This form is to be completed and signed by the Contractor and attached as a cover sheet to the request for payment. This form will be mandatory on all Contract payment requests.

Form CC2:Progress Payment Request - Detail

This form may be used by the Contractor to provide the detail required to verify the payment quantities (Montecito Sanitary District will accept the Contractor's standard form if it provides the required information).

Form CC3:Quantity Change Verification Form

This form is required before any payment can be made based on actual quantities exceeding bid quantities. At the conclusion of the Contract, the Montecito Sanitary District will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the Contract items of work.

Form CC4:Final Release Form

This form must accompany all requests for final payment.

The Montecito Sanitary District will withhold ten (10) percent of all monthly progress payments as retention to assure completion and payment of labor and materials. Retention will be released to the Contractor thirty (30) calendar days after the acceptance of the work by the Board filing of a Notice of Completion.

MONTECITO SANITARY DISTRICT

***Construction Contract Form CC-2
Progress Payment Request - Detail***

Date: _____ Payment Request No: _____ Contract No.: _____

Contractor: _____

Project Name: ROOF REPLACEMENT PROJECT

ITEM NO.	DESCRIPTION	UNIT	BID QUANTITY	UNIT/ FIRM PRICE	IN PLACE THIS PERIOD		IN PLACE TOTAL	
					QTY. OR %	EXTN.	QTY. OR %	EXTN.
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								

Contractor Signature _____ Date _____

Inspector Signature _____ Date _____

MONTECITO SANITARY DISTRICT

**Construction Contract Form CC-4
Final Release Payment**

From: _____
Contractor

Date: _____

Address

Contract No. _____

Payment Request No. _____

Project Name: ROOF REPLACEMENT PROJECT

To: MONTECITO SANITARY DISTRICT _____

1042 Monte Cristo Lane
Santa Barbara, CA 93108

Upon settlement of final quantities and approval of a Notice of Completion for the project by the Board, including any approved changes, this document shall be effective to release any and all further rights of the Contractor to security for payment, including any worker's, mechanic's or material supplier's lien, stop notice claim or right to bond that the undersigned may have for the work furnished for the project. This document is offered as evidence for settlement of final payment and to induce the Board to approve such final payment for Contractor in connection with the project named.

This release covers the final payment to the undersigned for all labor, services, equipment and material furnished on the job, including the work of all subcontractors and all materials furnished for all suppliers, and other agents acting on behalf of the undersigned on this work. There are no disputed claims for additional work.

Contractor Signature

Print Name

Title

Date

NOTICE: A signed final release is required with submittal of request for payment.

Section 7 – Responsibility of the Contractor

Add the following:

7-2.3 Certified Payroll Requirements (Supersedes 7-2)

The Contractor shall comply with all applicable provisions of Section 16100 of Title 8 of the California Code of Regulations, which require the Contractor to keep accurate records of work performed as provided in Labor Code Section 1812, to allow District to inspect contractor's payroll records pursuant to Labor Code Section 1776 and Section 16400(e) of Title 8 of the California Code of Regulations, and to comply with all requirements imposed by law. All certified payroll shall be submitted monthly, along with the Progress Payment Request form. The District reserves the right to withhold progress payments until all proper certified payrolls have been received and verified.

7-3.1 Liability Insurance (Supersedes 7-3)

As part of the consideration of this Agreement, Contractor agrees to Contract and maintain at its sole cost and expense during the life of this agreement insurance coverage as specified in 1) and 2) described below. All insurance coverage shall be placed with insurers that have a Best rating of no less than B+: XII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the Montecito Sanitary District.

- 1) General and Automobile Liability: Two Million Dollars (\$2,000,000) aggregate of General Liability and One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate of Automobile Liability insurance, including Bodily Injury and Property Damage. Such insurance shall include:
 - a) Extension of coverage to Montecito Sanitary District, its officers, employees and agents, as additional insureds, with respect to Contractor's liabilities hereunder in insurance coverage identified in item "1." above, but only as respects to the operations of the named insured. A copy of the endorsement evidencing that the Montecito Sanitary District has been added as an additional insured on the policy, must be attached to the certificate of insurance;
 - b) A provision that coverage will not be cancelled or subject to reduction until at least thirty (30) days' prior written notice has been given to the Montecito Sanitary District, addressed to 1042 Monte Cristo Lane, Santa Barbara, CA 93108;
 - c) A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with the Montecito Sanitary District;
 - d) Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity or hold harmless provisions included in this Agreement;
 - e) A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;
 - f) Broad form Property Damage Endorsement; and,
 - g) A provision that the policies shall apply on an "occurrence" basis.
- 2) Workers' Compensation: In accordance with the provisions of the California Labor Code, contractor is required to be insured against liability for Workers' Compensation which shall cover all employees while performing any work incidental to the performance of this Agreement.

Approval of insurance by the District or acceptance of the certificate of insurance by the District shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Agreement, nor shall it be deemed a waiver of District's rights to insurance coverage hereunder.

Current Certificates of Insurance on forms supplied by the District and evidencing the above coverage shall be completed by the Contractor's insurer or its agent and submitted to District prior to execution of this Agreement by the District. Contractor shall exercise due diligence to require any and all subcontractors and all tiers of such subcontractors to provide General and Automotive Liability and Workers' Compensation and Employer's Liability Insurance with minimum limits of coverage and upon terms and provisions required above.

7-3.2 Hold Harmless

Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the Montecito Sanitary District, its officers, agents and employees from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney's fees) and causes of action of whatsoever character which Montecito Sanitary District may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement.

7-8 Work Site Maintenance

Add the following:

7-8.3 Noise Control

The Contractor shall comply with all applicable noise control regulations.

The Contractor shall use only such equipment on the work, and in such state of repair, that the emission of sound there from is within the manufacturer's noise tolerance level of that equipment; and as established by accepted standards of the industry. Should it be determined that the muffling device on any equipment used on the work is ineffective or defective so that the noise tolerance of such equipment, as established by accepted standards of the industry, is exceeded, such equipment shall not, after such determination, be used on the work until its muffling device is repaired or replaced so as to bring the noise tolerance level of such equipment within such standards.

7-8.7 Cleanup and Dust Control

The Contractor shall monitor and implement aggressive measures to mitigate dust, grit, excessive noise, and other nuisances in and around the work areas during the entire Contract period, including holidays and weekends. Site cleanup is required at the end of each work day and all debris such as gloves, wrappers, and bottles shall be removed and disposed of by the Contractor.

7-8.8 Water for Construction

Attention is directed to the provisions of Section 7, "Responsibilities of the Contractor", of the Standard Specifications, with regard to the Contractor's responsibilities for public convenience, public safety, preservation of property, and responsibility for damage. Nothing in Section 7 shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions, or as relieving the Contractor from the legal responsibilities defined in said Section 7.

7-9 Protection and Restoration of Existing Improvements

Add the following:

7-9.1 Protection and Restoration of Existing Improvements

After the Contract is awarded and before the commencement of work, Contractor and District shall make a thorough examination of all existing buildings, structures, and other improvements in the vicinity of the work, as applicable, which might be damaged by construction operations. Periodic examinations of existing structures and other improvements in the vicinity of the work shall be made jointly by authorized representatives of the

Contractor and District. The scope of the examination shall include cracks in structures, settlement, surface conditions, broken pipes and sprinklers, leakage, and similar conditions. Records of all observations shall be prepared by the Contractor and each copy of every document shall be signed by the authorized representative of the District and of the Contractor. Photographs, as requested by the District, shall be made by the Contractor and signed in the manner specified above. One signed copy of every document and photograph will be kept on file in the office of the District. These records and photographs are intended for use as evidence in ascertaining whether and to what extent damage occurred as a result of the Contractor's operations, and may be relied upon by the District as a sufficient basis for assessing charges to the Contractor for any such damages.

Interference and damage to existing improvements, utilities, buildings, irrigation, landscaping, and appurtenances by the Contractor must be repaired by and rectified at the Contractor's expense and to the Montecito Sanitary District's approval and satisfaction. The Contractor shall repair the damage within fifteen (15) working days after the damage occurred.

All landscaping and irrigation system improvements that are broken or damaged shall be reconstructed by the Contractor at the Contractor's expense. Reconstruction shall be of like material and in not less than the same dimensions as the original work. Repairs to concrete work shall be made by removing and replacing the entire section between joints or scores (not merely refinishing any damaged part). All work shall match the color, texture, quality, and joint location of the existing improvements.

Full compensation for protection and restoration of existing improvements shall be considered incidental to the project and no separate payment shall be made. All costs related to protection and restoration of existing improvements shall be included in the various other applicable items of work.

7-9.2 Existing Trees and Vegetation

No cutting of any part of public or private trees shall be done without prior approval from the Montecito Sanitary District and/or the tree owner.

All cultivated and landscaped areas and other surface improvements that are damaged or disturbed by actions of the Contractor shall be restored as nearly as possible to their original condition at the Contractor's expense.

Full compensation for work on existing trees and vegetation shall be considered incidental to the project and no separate payment shall be made. All costs related to work on existing trees and vegetation shall be included in the various other applicable items of work.

7-10 Public Convenience and Safety

Add the following:

7-10.4 Safety

- A. Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during the Contract period. This requirement shall apply continuously and not be limited to normal working hours.
- B. Safety provisions shall conform to Federal and State Departments of Labor Occupational Safety and Health Act (OSHA), and other applicable Federal, State, County, and local laws, ordinances, codes, requirements set forth herein, and regulations that may be specified in other parts of these Contract Documents. Where these requirements are in conflict, the more stringent requirement shall be followed. Contractor shall become thoroughly familiar with the governing safety provisions and shall comply with the obligations set forth therein.

- C. Contractor shall develop and maintain for the duration of the Contract, a safety program that will effectively incorporate and implement required safety provisions. The Contractor shall appoint a qualified employee who is authorized to supervise and enforce compliance with the safety program.
- D. Work shall be performed in a fire safe manner. Furnish and maintain on the site adequate firefighting equipment capable of extinguishing incipient fires. Contractor shall comply with applicable federal, local, and state fire prevention regulations. Where these regulations do not apply, follow applicable parts of the National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241).
- E. District's duty to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisor, safety program, or safety measures taken in, on, or near the construction site.
- F. As part of safety program, the Contractor shall maintain at the job site, safety equipment applicable to the Work as prescribed by the governing safety authorities, and articles necessary for giving first-aid to the injured. The Contractor shall establish procedures for the immediate removal of persons who may be injured on the job site to a hospital or a doctor's care.
- G. Contractor shall do all work necessary to protect the general public from hazards, including, but not limited to, surface irregularities or un-ramped grade changes in pedestrian sidewalks or walkways. Barricades, lanterns, and proper signs shall be furnished in sufficient amount to safeguard the public and the work.
- H. If death, serious injuries or damages are caused, the accident shall be reported immediately by telephone or messenger to the District. In addition, Contractor shall promptly report, in writing, all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on or adjacent to the site, giving full details and statements of witnesses.
- I. If a claim is made by anyone against the Contractor or any subcontractor on account of accident, Contractor shall promptly report the facts in writing, giving full details of the claim.

Contractor required to follow all OSHA regulations for safety including, but not limited to; confined space, traffic control, potential exposure to raw sewage, manhole safety, among others.

Section 8 – Facilities for Agency Personnel

No change.

Section 9 – Measurement and Payment

Add the following:

9-3.2.1 Retained Percentage (supersedes last two paragraphs in 9-3.2)

The District will retain ten (10) percent of any progress payment as a fund for assurance of the performance of the Contract, and for the protection and payment of any person or persons, mechanics, subcontractor, or workers who shall perform any labor upon the Contract or work there under or who shall supply such person or persons or subcontractors with components, materials and/or supplies for carrying on such work.

Section 10 – Claims

Add the following:

10-1.1 Required Claims Procedures

For claims of the Contractor arising out of this Contract, Contractor shall not be entitled to payment for any act, condition, circumstance, or failure to act, by the Montecito Sanitary District, including refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless Contractor shall have given the District written notice of potential claim as herein provided. Compliance with this Section shall not be a prerequisite to matters within the scope of specific protest provisions contained elsewhere in these specifications.

A written notice of potential claim shall set forth the reasons for which the Contractor believes compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. Said written notice of potential claim shall be given to the District within fifteen (15) days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. Where it may be anticipated that work, damages or a claim may arise from any circumstance, occurrence or something required to be done, Contractor shall give notice to the District of such potential claim or damages at the earliest time possible.

The Contractor shall promptly provide the Board with any information and evidence necessary for the Board to determine the extent and cause for the costs or damages claimed. The Board shall order provide a review and analysis of the evidence regarding such potential claim and shall inform the Contractor as regarding any determinations within thirty (30) days after submission of the evidence of potential claim. If no determination is made within such thirty (30) days, the Contractor may proceed as if the claim were rejected by the Montecito Sanitary District.

It is the intention of this Section that differences between the parties arising under and by virtue of the Contract be brought to the attention of the District at the earliest possible time in order that damages or unexpected costs can be avoided, potential claims may be settled, if possible, or that other appropriate action taken in time to avoid unusual costs. The Contractor hereby agrees that Contractor shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

A determination to award a potential claim shall be included on completion of the work in the recommendation of the District staff to the District Board, provided that payment of a potential claim does not cause the total amount of the Contract, including Extra Work, to exceed the total Contract amount as originally awarded by the General Manager. In the event a determination to award a potential claim will result in a total Contract amount to exceed the amount originally approved by the General Manager, then the award of the potential claim must be approved by the Montecito Sanitary District Board. Where the Board determines against an award for a potential claim the Contractor shall pursue the claim in accordance with the provisions of the California Public Contract Code.

Article 1.5 of Chapter 1, Part 3 of the California Public Contract Code (Sections 20104 et seq.) is set forth as follows:

§ 20104. Application of article; provisions included in plans and specifications

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2. Claims; requirements; tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4. Civil action procedures; mediation and arbitration; trial de novo; witnesses The following procedures are established for all civil actions filed to resolve claims subject to this article: (a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section

1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6 Payment on undisputed portion of claim; interest on arbitration awards or judgments

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award of judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

The filing of a notice of potential claim shall not relieve Contractor of the obligation to file a timely claim with the Montecito Sanitary District in accordance with the provisions of the California Public Contract Code nor shall the filing of a notice of potential claim extend the time for filing such claim.

Any claim in excess of \$375,000 must be submitted to the Montecito Sanitary District not later than 30 days after the date of the decision of the District that is disputed by the Contractor. Such claim must be in writing and include documents necessary to substantiate the claim. The Montecito Sanitary District Board shall investigate the claim and shall conduct a hearing at which the Contractor may present evidence regarding the matter. At the conclusion of the investigation and hearing the recommendation of the Board or designee and the reasons therefore shall be forwarded to the Contractor. The submission of a claim in accordance with this Paragraph is a prerequisite to the institution of any civil action regarding the amount in dispute.

END OF PART B

PART C – SPECIAL PROVISIONS, MODIFICATIONS AND ADDITIONS

SECTION C1 - GENERAL CONSTRUCTION REQUIREMENTS

C1-1 Standard Specifications

The work provided herein shall be performed in accordance with the Standard Specifications for Public Works Construction (2015 edition) of the Southern California Chapter American Public Works Association (Green Book). The Standard Specifications are incorporated herein by reference. In case of conflict between the Green Book and the Special Provisions, the Special Provisions shall control.

SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

No change.

SECTION 2 - SCOPE AND CONTROL OF WORK

2-5 PLANS AND SPECIFICATIONS

2-5.1 General. Add the following:

Contract Drawings. The location of the work, its general nature and extent, dimensions, details, and other pertinent information is available for inspection during the pre-construction meeting. The Contractor shall visit the site of the work and by personal investigations satisfy himself or herself as to the existing conditions affecting the work to be done. If the Contractor chooses not to visit the site or conduct investigations, the Contractor will nevertheless be charged with knowledge of conditions which reasonable inspection and investigation would have disclosed.

The Contractor shall assume all responsibility for deductions and conclusions as to the difficulties in performing the work.

2-5.2 Precedence of Contract Documents. If there is a conflict between Contract Documents, the document highest in precedence shall control. The precedence shall be:

- 1) County Building Permit
- 2) Special Provisions
- 3) Standard Specifications
- 4) Reference Specifications

Change Orders, Supplemental Agreements, and approved revisions to the Specifications will take precedence over Items 2) through 7) above. Detailed plans shall have precedence over general plans.

2-5.3.3 Shop Drawings. Replace with the following:

The Contractor shall submit PDF copies of the following items to the District for review at least five (5) working days prior to the pre-construction conference. Issuance of a Notice to Proceed is dependent on the timeliness and the property level of detail of these submittals.

Submittal shall include, but are not limited to:

- A. Copy of the County of Santa Barbara Building Permit
- B. Construction Schedule per 6-1.
- C. Key Personnel, Key Personnel's telephone numbers and emergency telephone numbers.

- D. Material and Equipment Review.
- E. Catalog Cuts & Affidavits of Compliance.
- F. Manufacturer's catalogs (or excerpts thereof) and affidavits of compliance with the contract documents shall be submitted for all materials to be used on the project.

2-6 WORK TO BE DONE

Add the following:

2-6.1 Scope

The Montecito Sanitary District requires the existing approximately 660 sq. ft Board Room and approximately 4,300 sq. ft Office/Operations Building roofs be replaced. Below is the anticipated items of work:

1. Remove, haul away, and legally dispose of existing roof (1) layer.
2. Inspect for dry rot, termite damage, or other needed work. Notify District immediately if a problem is found.
3. Furnish and install ½" osb plywood.
4. Apply double layer of underlayment.
5. Furnish and install CertainTeed Landmark Solaris asphalt shingles (or approved equal) in silver birch color and rapid ridge cap.
6. Furnish and install step shingles as needed.
7. Furnish and install metal pipe flashings.
8. Furnish and install metal (top flashing).
9. Furnish and install welding saddle stock flashings around vent curbs.
10. Furnish and install new venting over attic space.
11. Furnish and install brown metal drip edge on all gable and gutter edges.
12. Furnish and install soldered galvanized inset gutter system to match existing for each building.
13. Replace two existing skylights in kind with new double dome, curb mount, clear over white skylights on Board room roof.
14. Furnish and install skylight saddle flashing and ensure skylight penetration is watertight.
15. Grounds will be cleaned to original conditions and all related debris will be removed from the premises and legally disposed.
16. Provide any required information, drawings, cut sheets and apply for County Building permit.
17. Provide a 20-year or greater manufacturer's warranty on the installed roofing system.
18. Provide a 5-year warranty on installation, labor and workmanship.

Notes:

1. Do not include costs for the walkway covers.
2. Any additional work, such as additional existing roofing layers to be removed, wood work, or plastic due to inclement weather, must be approved by the District prior to starting work and will be billed on a time and materials basis.
3. The District will paint any items after contractor completes their work.
4. Priming and painting of lumber used for replacement of dry rot or termite damage is not included.
5. Prevailing wage per the Department of Industrial Relations for Santa Barbara County is required.
6. Proposal and prices shall be valid for 60 days.

SECTION 3 - CHANGES IN WORK

3-3 EXTRA WORK

3-3.2.2 Basis for Establishing Costs. Add the following:

(f) Notification. The District reserves the right to request Extra Work Services of workers and equipment from the Contractor given 24 hours written notification.

(g) Duration. The District will and Contractor shall maintain a daily report of Extra Work listing all labor, materials, and equipment involved for each working day. A minimum period of 2 hours for providing labor and equipment must be accumulated by the Contractor before a payment request will be accepted by the District.

SECTION 4 - CONTROL OF MATERIALS

4 – 1 MATERIALS AND WORKMANSHIP.

Add the following:

4-1.10 Manufacturer’s Recommendations. Where the manufacturer of any material or equipment provides written recommendations or instructions for its use, or method of installation (including labels, tags, manuals, or trade literature), such recommendations or instructions shall be complied with, except where the contract documents specifically require deviations.

SECTION 5 - UTILITIES

No change.

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Replace with the following:

No later than five (5) working days prior to the pre-construction conference, the Contractor shall submit a practical construction schedule to the District for approval. The schedule shall be updated and revised on the first day of the week for each week during the entire contract period, the revised construction schedule shall be delivered to the Montecito Sanitary District prior to the close of business on the first day of each week.

6-1.2 Pre-Construction Conference. The Contractor shall attend a pre-construction conference to be held prior to the commencement of the construction at a place and time designated by the District. Representatives of the Contractor and Montecito Sanitary District shall be present. At this meeting the Contractor shall designate the project superintendent and the superintendent’s authority to act for the Contractor.

6-1.3 Final Job Walkthrough Meeting. The Contractor shall attend the final Job Walkthrough Meeting to be held prior to final payment at a time designated by the District. The Contractor shall expect the final job walkthrough to last a minimum of 2 hours for all sewer main construction. The contractor’s superintendent and foreman shall be present at all times during the final job walkthrough. The Contractor shall provide the following at the final job walkthrough meeting:

- Any manufacturer product and warranty information not yet submitted

6-1.4 Measurement and Payment.

Preparation of the construction schedule, attending the pre-construction conference, and attending the final job walk-through meeting, including preparation of the construction schedule, updating the schedule each week and providing a copy of the updated schedule each week to the District shall be considered

to be included in the lump sum price paid for “Move in/out, bonds and insurance” and no additional compensation will be allowed therefore.

6-3 SUSPENSION OF WORK.

6-3.1 General. Add the following:

When existing conditions are encountered which, in the opinion of the District, require temporary suspension of work for design modification or for other determinations to be made, the Contractor shall move to other areas of work until such determinations are made. No additional compensation will be allowed by reason of such temporary suspension of work when the Contractor can reasonably reschedule work at a different location.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1.1 Measurement and Payment. Add the following:

Mobilization and demobilization of all equipment, materials and labor required to complete the project improvements, all bonding costs, and all insurance costs associated with the project shall be considered to be included in the unit price paid for “Move in/out, Bonds and Insurance” and no additional compensation will be allowed therefore.

7-5 PERMITS. Add the following:

7-5.1 County of Santa Barbara Building Permit

All work shall be subject to the terms and conditions of a County of Santa Barbara Building Permit and all permit conditions placed on the permit by the County. Contractor shall prepare and file the Building Permit application and all required documents, fees and bonds required for the construction of the project.

Contractor is required to apply for and pull the Building permit identified above prior to the start of any construction work.

A copy of all items submitted to the County along with the permit and permit conditions shall be provided to the District, within 7 calendar days of providing said item to the County and after pulling the Building Permit from the County.

7-5.1.2 Measurement and Payment. Add the following:

Preparing and filing all of the County Building Department required documents including the application, plans, paying all fees, posting all bonds, and complying with all permit conditions and implementation of the permit requirements; including all labor, materials and equipment shall be included in the lump sum price paid for “Filing for and Pulling County of Santa Barbara Building Permit” and no additional compensation will be allowed thereafter.

7-6 THE CONTRACTOR’S REPRESENTATIVE. Add the following:

The District will strictly enforce the requirement for the Contractor’s representative to be present at the project site whenever work is in progress as stated in this section of the SSPWC.

7-8 PROJECT SITE MAINTENANCE.

7-8.1 Cleanup and Dust Control. Add the following:

The contractor shall prevent dust, grit, excessive noise, and other nuisances in and around the work areas during the entire contract period, including holidays and weekends. The Contractor shall dispose of all excess demolished materials daily and bear all costs or retain any profit incidental to such disposal. No additional compensation will be allowed therefore. If the Contractor fails to clean up or control dust in accordance with these contract specifications, the District reserves the right to hire another contractor or agency to perform this work on a “force account” basis. The total cost for performing this cleanup and dust-control work using another contractor or agency will be deducted from the total contract price at final payment.

7-8.2 Measurement and Payment. Add the following:

Cleanup and dust control throughout the project contract time shall be included in the lump sum price paid for “Re-Roof Board Room” and “Re-Roof Office/Operations Building” and no additional compensation will be allowed therefore.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. Add the following:

7-9.1 Existing Trees and Vegetation. Cutting any part of trees shall not be done without prior approval from Montecito Sanitary District. Prior to pruning tree roots or overhead limbs, the Montecito Sanitary District shall be contacted to review the proposed pruning and inspect the work site as necessary. Any large limbs (over 3-inches in diameter) must be cleanly cut using a chain saw or other sawing tool. Wherever possible, pruning should only be performed on one side of the tree at a time but not both unless specifically authorized by the District.

All cultivated and landscaped areas and other surface improvements, which are damaged or disturbed by actions of the Contractor, shall be restored as nearly as possible to their original condition at Contractor’s expense.

Protection, restoration, or trimming of tree limbs in conflict with the work including providing all labor, materials throughout the project contract time shall be included in the lump sum price paid for “Re-Roof Board Room” and “Re-Roof Office/Operations Building” and no additional compensation will be allowed therefore.

SECTION 9 – MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK. Add the following:

The unit price bid for each bid item shall include full compensation for furnishing all labor, material, tools, equipment, supervision, transportation, saw cutting, testing, incidentals thereto, and all work necessary for the work specified, complete in place and operable, as specified and intended, and not specifically paid for by separate bid items.

END OF PART C

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PART D – SPECIAL PROVISIONS – TECHNICAL

Division 07- Thermal and Moisture Protection

07 31 13 Asphalt Shingles

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SECTION 07 31 13

ASPHALT SHINGLES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Moisture shedding underlayment, eaves, valley and ridge protection
- C. Associated metal flashing
- D. Warranty.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Comply with the current provisions of the following codes and standards:
 - 1. ASTM A 653/A 653M – Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron-Alloy-Coated (Galvannealed) by the Hot-Dip Process
 - 2. ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
 - 3. ASTM B 370 – Standard Specification for Copper Sheet and Strip for Building Construction
 - 4. ASTM D 225 – Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules
 - 5. ASTM D 226 – Standard Specification for Asphalt-Saturated Organic Felt used in Roofing and Waterproofing
 - 6. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials used as Steep Roofing Underlayment for Ice Dam Protection
 - 7. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules
 - 8. ASTM D 3161 – Standard Test Method for Wind Resistance of Asphalt Shingles (Fan-Induced Method)
 - 9. ASTM D 3462 – Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules
 - 10. ASTM D 4586 – Standard Specification for Asphalt Roof Cement, Asbestos-Free
 - 11. ASTM D 4869 – Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment used in Roofing
 - 12. ASTM D 6757 – Standard Specification for Inorganic Underlayment for use with Steep Slope Roofing Products
 - 13. ASTM E 108 – Standard Test Methods for Fire Test of Roof Coverings
 - 14. ASTM G 21 – Determining Resistance of Synthetic Polymers to Fungi

1.03 SUBMITTALS

- A. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.
- B. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- C. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:
 - 1. ASTM E 108/UL 790 Class A Fire Resistance
 - 2. ASTM D 3161/UL 997 Wind Resistance.
 - 3. ASTM D 3462

1.04 QUALITY ASSURANCE

- A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual. Work shall be acceptable to the synthetic slate roof tile manufacturer.
- B. Maintain one copy of manufacturer's application instructions on the project site.
- C. Verify that manufacturer's label contains references to specified ASTM Standards

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store Products in manufacturer's unopened packaging until ready for Installation.
- B. Store and dispose of solvent-based materials and materials used with solvent based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Deliver shingles to site in manufacturer's unopened labeled bundles. Promptly verify quantities and conditions immediately remove damaged products from site.

1.06 PROJECT CONDITIONS

- A. A. Anticipate and observe environmental conditions (temperature, humidity and moisture) within limits recommended by manufacturer for optimum results. Do not install products under environment conditions outside manufacturer's absolute limits.
- B. Extra Material – NOT USED

1.07 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for the product listed below:
 - 1. CertainTeed Landmark Solaris: Lifetime limited warranty.
- B. Warranty Supplement: Provide manufacturer's supplemental warranty (CertainTeed's SureStart or SureStart PLUS) to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:

1. First Ten Years (All Lifetime Warranty products)
- C. Warranty Transferability Clause: Make available to District shingle manufacturer's standard option for transferring warranty to a new owner.
- D. Refer to manufacturer's warranty for adjustments for commercial applications.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: Provide products manufactured by the CertainTeed Corporation. Contact Sales Support Group, P.O. Box 860, Valley Forge, PA 19482, Toll Free 800-233-8990.
- B. Substitutions: The contractor may submit a substitution request within 10 days of the contract award. The contractor shall bear all cost to prove the requested substitute is equal to the basis-of-design.

2.02 ASPHALT FIBERGLASS SHINGLES

- A. Landmark Solaris: Conforming to ASTM 3018 Type I – Self-Sealing; UL Certification of ASTM D 3462, ASTM D 3161/UL 997 110-mph Wind Resistance; UL 2390/ASTM D 6381 Class H Wind Resistance; UL 790 Class A Fire Resistance; Energy Star Rated CA Title 24 Part 6 (Cool Steep Slope Roofing) Solar Reflective Index (SRI) rating of 29; CSA Standard A123.5; ASTM E408 TE rating of .95, CRRC Initial SR of .26.
 1. Weight: 250 pounds per square (100 square feet) (14.6 kg/sq m).
 2. Color: Silver Birch.

2.03 SHEET MATERIALS

- A. Underlayment: CertainTeed "Roofers' Select", ASTM D 6757; asphalt impregnated fiberglass-reinforced organic felt designed for use on roof decks as a water-resistant layer beneath roofing shingles.
- B. Or approved equal that complies with 2019 California Building Code Chapter 1507.

2.04 FLASHING MATERIALS

- A. Sheet Flashing: ASTM A 361/A361M; 26 Gauge (0.45 mm) steel with minimum G115/Z350 galvanized coating
- B. Sheet Flashing: ASTM B 209; 0.025 (0.63mm) thick aluminum, mill finish.
 1. The District will paint the flashing to match the color of the new shingles.

2.05 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum or chromated steel; minimum 3.8 inch (9.5mm) head diameter; minimum 11 or 12 gage (2.5mm) shank diameter; shank to be sufficient length to penetrate through the roof sheathing or ¾ inch (19mm) into solid wood,

plywood or non-veneer wood decking.

- B. Asphalt Roofing Cement: ASTM D 4586, Type I or II

2.06 FLASHING FABRICATION

- A. Form flashing to profiles to match existing and to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify existing site conditions.
- B. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surfaces.
- C. Verify deck surfaces are dry and free of ridges, warps or voids.

3.02 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck material.
- B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.03 INSTALLATION- PROTECTIVE UNDERLAYMENT

- A. Roof Slopes between 2:12 and 4:12: Apply two layers of Roofer's Select or ASTM D4869 underlayment with ends and edges weather-lapped 19 inches (480 mm). Stagger end laps each consecutive layer. Nail in place. Roofing Underlayment. Follow manufacturer's printed instructions for low slope application of this product. Do not use staples on this product.
- B. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof.

3.04 INSTALLATION – VALLEY PROTECTION

- A. For "closed-cut," "woven," and "open" valleys, first place one ply of Roofer's Select, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum of 6 inches (152 mm). Follow instructions of shingle and waterproofing membrane manufacturer.

3.05 INSTALLATION - METAL FLASHING

- A. Weather-lap joints minimum 2 inches (50 mm).
- B. Seal work projecting through or mounted on roof with asphalt roofing cement and make weather tight.

3.06 INSTALLATION – ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer’s instructions for product type and application specified.

3.07 FIELD QUALITY CONTROL

- A. Field and visual inspection of the work will be provided by District staff.
- B. Final inspection and building permit sign-off to be provided by County Building and Safety Division.

3.08 PROTECTION OF FINISHED WORK

- A. Protect finished work. Do not permit traffic over finished roof surface.

END OF SECTION

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PART E – APPENDICES

APPENDIX A- Area of Work

Appendix A- Area of Work at 1042 Monte Cristo Lane

