

Attachment 1

ATTACHMENT 1

**Construction Agreement
County Project No.21059**



**COUNTY OF SANTA BARBARA
AGREEMENT FOR:
General Services Project No.21059**

County of Santa Barbara
Santa Barbara Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101

BC: _____ - _____

THIS AGREEMENT (“Agreement”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“**COUNTY**”), and Derrick’s Roofing, Inc. (“**CONTRACTOR**” and together with COUNTY, collectively, the “Parties” and each individually a “Party”), for the completion of the Work (defined below), on the following terms, conditions, and provisions. All references in the General Terms to the “Agreement” shall have the meaning ascribed to the term “Agreement” in the immediately preceding sentence.

1. CONTRACT: This Agreement incorporates by reference all of the General Conditions and Special Conditions, Specifications and Drawings provided by the COUNTY for the Santa Barbara Sheriff Administration Roof Replacement & Restoration Project No.21059, the Notice to Bidders the Bid Bond, the Performance Bond, the Payment Bond, and the proposal or bid documents executed and submitted by the CONTRACTOR for the Project (“Proposal”), to the extent the Proposal is consistent with the provisions of this Agreement other than the Proposal (all of the foregoing documents, together with this Agreement, collectively, the “Contract” or “Contract Documents”). A copy of each of the General and Special Conditions, Specifications, and Drawings provided by the COUNTY for the Santa Barbara Sheriff Administration Roof Replacement & Restoration, Project No,21059 the Notice to Contractors, the Bid Bond, the Performance Bond, and the Payment Bond are attached hereto as EXHIBIT A, and a copy of the Proposal is attached hereto as EXHIBIT B. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Notice to Bidders. Copies of all Contract Documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR acknowledges receipt of all Contract Documents.

2. WORK: CONTRACTOR, at CONTRACTOR’s own cost and expense, shall perform all the work described in the Contract Documents (“Work”), and shall furnish all equipment and materials necessary to perform and complete the Work, in a good and workmanlike manner and to the satisfaction of the Director of General Services of the COUNTY, all in strict accordance with the Plans and the Contract Documents.

3. EXCAVATIONS: Before any pavement resurfacing, displacement, or excavation of the ground that may be required in connection with the Work under this Contract, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Sections 4215 through 4217 of the Government Code regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under the Government Code. There shall be no performance under this Contract by either party hereto unless and until CONTRACTOR complies with all of the foregoing provisions of this Sections 3, and notifies the County Representative (defined below) in writing regarding such compliance.

4. COUNTY REPRESENTATIVE: The “County Representative” referred to in the Contract Documents is Steve Fernandes.

5. PAYMENT: As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Contract is and shall be Four Hundred Eighty-Seven Thousand, Four Hundred Dollars. \$487,400.00 (“Base Contract Amount”), to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any loss or damage arising out of the nature of the Work undertaken, or the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the Work, for well and faithfully

completing the Work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative.

6. **RIGHT TO AUDIT**: CONTRACTOR shall maintain and make available all books, papers, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise in connection with the Contract (collectively, the "Records"). The form of record keeping with respect to the Records shall be subject to approval by COUNTY. The Records shall be made available during normal business hours for examination by COUNTY or the County Representative and shall be retained at CONTRACTOR'S principal place of business in California for audit during normal business hours at such place for four (4) years after the recording of the Notice of Completion for the Project. CONTRACTOR shall provide an office in which COUNTY and the County Representative may conduct such audit(s).

The COUNTY will have the right to audit CONTRACTOR'S Project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

7. **EXTRA WORK**: Extra work, materials, and corrections as are required for the proper completion of the Work contemplated in the Contract Documents may be effected or authorized via Change Order(s) in writing duly executed by CONTRACTOR and COUNTY in accordance with Section 31, below, including providing for compensation in addition to the Base Contract Amount at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents); provided, however, that the aggregate amount of such compensation in addition to the Base Contract Amount shall not exceed \$36,870; provided, however, that modification of the plans and/or specifications, extension of the Term, or increase in the Base Contract Amount may only be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors.

8. **COMPLIANCE WITH LAW, AMENDMENTS**: CONTRACTOR shall keep fully informed of, and shall at all times during the Term ensure the performance of the Work is in compliance with, all laws, statutes, ordinances, decrees, orders, and regulations which do or may affect the Project, performance of the Work, the materials used therein, or persons engaged in connection therewith, and all such orders of bodies and tribunals having any jurisdiction over same (collectively, "Applicable Laws"). If it be found that the Special Provisions or Standard Specifications for the Work conflict with any Applicable Law(s), the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with, and shall cause all agents, employees, and subcontractors to observe and comply with, all Applicable Laws. CONTRACTOR acknowledges and shall comply with the provisions of Sections 9364 and Sections 9550 and 9566, inclusive, of the Civil Code of California.

9. **PAYMENTS NOT ACCEPTANCE**: No certificate given or payments made under this Contract, except the final payment hereunder, shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the Work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of the Work has been filed for record and no payment shall be construed to be acceptance of any defective Work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any Work in accordance with this Contract shall release the COUNTY from any claims or liabilities on account of Work performed under this Contract, as the same may be amended from time to time during the Term. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY and CONTRACTOR shall repair or replace all Work and materials, together with any other portions of the Work which may be displaced in so doing, that, in the opinion of the County Representative, is or becomes defective during the period of said guarantee, without expense whatsoever to the COUNTY.

10. **PREVAILING WAGE RATES**: Rates of wages, including overtime, holiday, and Sunday rates provided for the Work shall comply with and are subject to the California Labor Code, Sections 1770 et. seq., Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof, and to and any orders of the President or any authorized Federal Officer or agency, insofar as the same may apply to this Contract.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial

Relations pursuant to Labor Code section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

11. CONTRACT DOCUMENTS ACKNOWLEDGED: CONTRACTOR hereby declares that CONTRACTOR has read the Contract Documents, has carefully examined the plans and detailed drawings of the Work to be performed, and fully understands the intent and meaning of the same.

12. TIME FOR COMMENCEMENT, COMPLETION: The Work to be performed under this Contract shall be completed within 180 calendar days after execution of this Agreement ("Term"). As soon as practicable after this Agreement has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of work performance under the Contract. The CONTRACTOR shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed unless otherwise provided therein. The provisions of this Agreement pertaining to Liquidated Damages shall apply in the event of the CONTRACTOR's failure to complete the Work within the Term.

13. WORKERS' COMPENSATION INSURANCE: CONTRACTOR certifies that CONTRACTOR has knowledge of, is in compliance with, and warrants that CONTRACTOR at all times during the TERM shall remain in compliance with, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance by the provisions of that Code. CONTRACTOR shall comply with such provisions before commencing the performance of the Work.

14. PROGRESS PAYMENT; NO WAIVER FOR DELAY: Any progress payment made after the scheduled completion date for the Work shall not constitute a waiver of any liquidated damages under this Contract.

15. GUARANTEE BONDS: Before any performance under this Contract, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for the faithful performance of all terms and conditions of this Contract, in an amount and form approved by the COUNTY. Both securities shall contain provisions that automatically increase amounts thereof and/or time of completion or both for all change orders, extensions, and additions to the Work provided under this Contract.

16. NON-DISCRIMINATION: The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR shall perform all requirements of a contractor under the provisions of said Article, and shall pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

17. DISPUTES: Should any dispute(s) arise respecting the construction or meaning of any of the plans or specifications affecting the Work or respecting the true value of any extra work or work omitted, such dispute(s) shall be resolved by the Project Engineer/Architect, whose decision shall be final and binding upon the parties hereto. If, after the decision of the Project Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY, and those claims are in the aggregate amount of \$375,000 or less, such claims shall be resolved under Public Contracts Code Sections 20104 through 20104.8, inclusive.

18. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS: The County Representative is authorized to act on behalf of the awarding authority in any matters requiring consent, notice, or hearing to substitute materials or equipment specified or to substitute subcontractors.

19. SURVIVAL: All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

20. INDEMNIFICATION AND INSURANCE: CONTRACTOR shall, at all times during the Term, comply with the indemnification and insurance provisions set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

21. TAXES: CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any Work under this Contract, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes,

unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

22. CONFLICT OF INTEREST: CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of Work required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

23. NONDISCRIMINATION: COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

24. NON-ASSIGNMENT: CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Contract, in whole or in part, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 24, or in violation of Section 2.08 of the General Conditions, attached hereto as part of Exhibit A, shall be null and void and without legal effect and shall constitute grounds for termination by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

25. SEVERABILITY: If any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

26. TIME IS OF THE ESSENCE: Time is of the essence in this Contract, and each covenant and term is a condition herein.

27. ENTIRE AGREEMENT AND AMENDMENT: The Contract Documents, as may be modified from time to time during the Term by duly authorized and executed Change Orders in accordance with the provisions of this Agreement and the General Terms, contain the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein and therein. This Contract may be altered, amended or modified only by an instrument in , duly executed by each of the Parties, and by no other means, except as otherwise set forth in Section 31, below, to the extent such delegated authority is expressly authorized by the COUNTY Board of Supervisors in approving this Contract. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

28. EXECUTION OF COUNTERPARTS: This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

29. ORDER OF PRECEDENCE: In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits other than Exhibit C. CONTRACTOR agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Exhibit B, on the one hand, and any other provision(s) of this Contract on the other, the provisions of this Contract (including the numbered sections of this Agreement, Exhibit A, and Exhibit C) other than Exhibit B shall take precedence and control and prevail over

the provisions of Exhibit B.

30. SUBCONTRACTORS: CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in the Proposal as attached hereto and as set forth in Exhibit B (“Subcontractors”). Contractor shall be fully responsible for all services and Work performed by its Subcontractors. Contractor shall secure from each of its Subcontractors legally binding written agreements to comply with the provisions of this Agreement pertaining to CONTRACTOR’s obligations as if such obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

31. CHANGE ORDERS: No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with Article 6 of the General Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the first date fully executed by all of the parties hereto.

COUNTY

County of Santa Barbara

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:

MONA MIYASATO,

COUNTY EXECUTIVE OFFICER

CLERK OF THE BOARD

By: _____

Deputy Clerk of the Board

CONTRACTOR

Derrick's Roofing Inc., a California corporation

By: _____
DocuSigned by:
Mark Derrick
E8EF79F7DAE2462...
AUTHORIZED REPRESENTATIVE

Name: Mark Derrick

Title: Chief Executive Officer, Chief Financial Officer, and Secretary

APPROVED AS TO FORM:

LAUREN WIDEMAN,
DEPUTY COUNTY COUNSEL

By: _____
DocuSigned by:
Lauren Wideman
3F464D822C84458...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

C. EDWIN PRICE, JR
DEPUTY AUDITOR-CONTROLLER

By: _____
DocuSigned by:
C. Edwin Price
A99ED5BD71D04EB...
Deputy Auditor-Controller

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
DocuSigned by:
Greg Milligan
05F555F00269468...
Risk Management

RECOMMENDED FOR APPROVAL

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
DocuSigned by:
kirk lagerquist
19AEDA90054E4CE...
Department Head

Dept 063

Fund 0030

Program 1930

Account 8200

Project 21059

EXHIBIT A

EXHIBIT A

**Notice to Bidders
County Project 21059**

Notice to Bidder's

**County of Santa Barbara Sheriff Administration Building
4434 Calle Real, Santa Barbra, Ca, 93110
Roof Replacement & Restoration**



Project No. 21059

MANDATORY JOB WALK:
Tuesday, April,09,2024 11:am

BID DUE DATE
Tuesday, April, 30,2024, 3:00 pm

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BIDDING DOCUMENTS

- Notice to Bidders
- Bid Form
- Designation of Subcontractors
- Noncollusion Affidavit
- Certificate of Compliance
- Bidder's Statements
- Anti-fraud Certification
- Bidder's Bond

CONTRACT FORMS

- Payment Bond
- Performance Bond
- Certificate of Insurance Transmittal
- Unlawful Discrimination Ordinance
- County of Santa Barbara Agreement Form
- Terms and Conditions

GENERAL CONDITIONS

DRAWINGS AND SPECIFICATIONS

- SPECIFICATION 070150.16 – MAINTENANCE CLEANING OF MEMBRANE ROOFING (SOUTH ROOF)
- SPECIFICATION SECTION 070150.72 – REHABILITATION OF BUILT-UP ROOF (SOUTH ROOF)
- SPECIFICATION SECTION 075416 – KETONE ETHYLENE ESTER (KEE) ROOFING (NORTH ROOF)
- LEAD AND ASBESTOS REPORT
- INFRARED ROOF SCAN
- SITE PLAN

BIDDING DOCUMENTS NOTICE TO BIDDERS

Notice is hereby given that the General Services Department, County of Santa Barbara will receive bids for:

COUNTY OF SANTA BARBARA
Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101
Project No. 21059

MANDATORY JOB WALK:
Tuesday, April 09, 11:00 am

BID DUE DATE:
Tuesday, April 30, 3:00 pm

CONSTRUCTION COST ESTIMATE: \$450,000

PROJECT LOCATION: 4434 Calle Real, Santa Barbara, CA 93101

MANDATORY JOB WALK: The job walk is MANDATORY on Tuesday, April 09, 2024, at 11:00 a.m. **Only those prime contractors attending a job walk shall be qualified to bid on the work.**

PROJECT DESCRIPTION: The project located at Sheriff's Administration consists of (Lower South Roof) Rehabilitation of the built-up roof and roof re-coating preparation. Application of reinforced fluid-applied membrane and flashing over existing gravel-surfaced built-up asphalt roofing. (Upper North Roof). Adhered thermoplastic KEE roofing system on lightweight insulating concrete overlay over a concrete deck.

CONTRACTOR'S LICENSE: The CONTRACTOR shall possess either a Class A, B, or C-39 license.

QUESTIONS: All questions should be addressed to the Project Manager, Steve Fernandes, General Services on or before, **Thursday, April 23, 2024.** Any changes or additional information needed for bidding will be provided in an Addendum and posted on the Public Purchase website.

BID DOCUMENTS: All plans, specifications, and proposal forms for bidding on this project will be found on Public Purchase: [Bid RFP #21059 GS Capital Project - Sheriff Admin Roof Replacement & Restoration](#)

BID SUBMITTAL INSTRUCTIONS: Each bid shall be by the plans and specifications approved by the General Services Department. The bid shall be submitted electronically on the Public Purchase website [Bid RFP #21059 - GS Capital Project – Sheriff Admin Roof Replacement & Restoration](#) on or before **Tuesday, April 30, at 3:00 P.M.**

SUBSTITUTION OF SECURITIES: Under Section 22300 of the Public Contract Code and the project specifications, the

CONTRACTOR may substitute securities or request that the County make payment of retentions to an escrow agent for any money held by the COUNTY to ensure contract performance.

REGISTRATION: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations under Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

QUALIFYING CONTRACTOR OR SUBCONTRACTOR: Under the provisions of Section 4104 of the California Public Contracting Code a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, as defined in Section 4104 unless currently registered with the Department of Industrial Relations and qualified to perform public work under Section 1725.5 California Labor Code.

WITHDRAWAL OF BIDS: The COUNTY reserves the right to reject any and/or all bids or waive any informality in a bid. No bidder may withdraw his bid for sixty (60) days after the date set for the opening.

BID SELECTION: The COUNTY reserves the right to select any one or any combination of bids, whichever is in the best interest of the COUNTY.

BID PROTEST: The County of Santa Barbara's Bid Protest Procedures are outlined in Document 00200-Instruction to Bidders, which is included in the bid documents.

CONSTRUCTION TIME: The successful CONTRACTOR (after receiving the Notice to Proceed) shall have **90** calendar days to complete all work called for under the Contract Documents.

LIQUIDATED DAMAGES: The liquidated damages will be **\$500 (Five Hundred Dollars)** per day for project delays that are determined to be attributable to the CONTRACTOR.

BID FORM

1. Under and in compliance with your Notice to Bidders and the Contract Documents relating to the construction of:

County of Santa Barbara
Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101
Project No. 21059
Bid Due Date: Tuesday, April 30, 2024, at 3:00 P.M.

including Addendum No(s). ____, ____, ____, ____, ____, ____, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in and in strict accordance with the Contract Documents (including the furnishing of any labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total sum of:

2. **BID #1:** Sheriff admin – Roof Replacement with TremPly KEE membrane over taper insulation.
(Upper North Roof)

\$, , .

BID #2: Sheriff Admin – Roof Restoration with AlphaGrade System. (Lower South Roof)

\$, , .

|

Unit Price #1: Repair of Damaged, wet/defective lightweight insulating concrete per 100sq ft

\$, , .

Alternate #1: Lower South Roof Stucco Wall Coating

\$, , .

Alternate #2: Upper North Roof Stucco Wall Coating.

\$

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Estimated number of work days: _____

3. It is understood that the Owner reserves the right to reject the proposal and that it shall remain open and not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.
4. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned and in the performance of the Work.
5. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within thirty (30) calendar days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to Owner by the proposal as accepted, and will also furnish and deliver to Owner any Payment Bond required under the provisions of California Civil Code Section 3247 through 3252 and Performance Bond as required under the provisions of the California Government Code and/or California Public Contract Code all within fourteen (14) calendar days after personal delivery or deposit in the mails, as the case may be, of the notifications of the award. The work under the contract shall be commenced by the undersigned bidder on the date stated in the COUNTY's written Notice to Proceed and shall be completed within **90 calendar** days thereafter.
6. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

7. The bid, contract or other submittal of the CONTRACTOR identified below in connection with the foregoing project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; and that the bid is genuine, and not collusive or sham; that the undersigned 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 to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder or to fix any overhead, profit or cost element of such bid price or of that of any other bidder or to secure any advantage against the COUNTY of Santa Barbara of anyone interested in the proposed contract; or all statements contained in this proposal are true; and that the undersigned bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, Bid Depository or to any member or agent thereof to effectuate a collusive or sham bid. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

8. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy existing between any such unit prices and totals so given, the unit prices shall prevail.

9. By the provisions of Sections 1860 and 1861 of the California Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his or her employees. Each CONTRACTOR to whom a public works contract is awarded shall sign the following certification before performing the work of the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance by the provisions of that code, and I will

comply with such provisions before commencing the performance of the work of this contract."

10. Protests of any bid(s) received must be in writing, must specify all grounds for the protest, and must be filed within ten working days after the opening of bids.

CONTRACTOR

Company

IRS No.: _____

Street Address

License Classification(s): _____

City

Phone Number: _____

BY: _____

Signature

Printed Name, Title

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code [§ 7106](#). _____

(Bidder's full name)

being first duly sworn, deposes and says that he or she is _____

(Bidder's title)

of _____

(Company's name)

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

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

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

SIGNATURE BLOCK (*Signature Block must be completed in ink & changes must be initialed.*)

Bidder's Signature: _____ **Date:** _____

Bidder's Name & Title (Print): _____

At CITY: _____ **STATE:** _____

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for the insurance of subcontractors as specified for this project will be met.

Dated

Signature of Principal

Printed Name, Title of Principal

Company

Address

City, State & Zip

BIDDER'S STATEMENTS

REGARDING INSURANCE COVERAGE:

The bidder hereby certifies that he has reviewed the insurance coverage requirements specified in the Contract Forms. Should he be awarded the contract for the work, Bidder further certifies that he can meet all the Contract Specification requirements for insurance including insurance coverage of his subcontractors.

REGARDING PUBLIC CONTRACT CODE SECTION 10232:

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

REGARDING PUBLIC CONTRACT CODE SECTION 10162:

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

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

Yes _____

No _____

(If the answer is yes, explain the circumstances on a separate sheet of paper and attach it to the proposal)

_____ Date

_____ Signature of Principal

_____ Printed Name, Title of Principal

_____ Company

_____ Address

_____ City, State & Zip

ANTI-FRAUD CERTIFICATION

County of Santa Barbara

Sheriff Administration Roof Replacement & Restoration

4434 Calle Real, Santa Barbara, CA 93101

Project No. 21059

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder **has** __, **has not** __, been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

Date

Signature of Principal

Printed Name, Title of Principal

Company

Address

City, State & Zip

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety (hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called "Owner") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Owner for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California, or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of _____ DOLLARS (\$ _____). The condition of this obligation is such that a bid to the Owner for certain construction is specifically described as follows:

County of Santa Barbara
Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101
Project No. 21059

for which bids are due on **April 30, 2024, at 3:00 pm** has been submitted by the Principal to the Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw a said bid within the period therein after the opening of the same, or, if no period be specified within sixty (60) days after said opening and shall within the period specified, therefore, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him for signature, enter into a written Contract with Owner, in the prescribed form, by the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

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

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred the by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court. Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

Name of Principal

Dated _____

Signature of Principal (Seal)

Name of Surety

Address

City, State & Zip

Dated _____

Signature of Principal (Seal)
Signature of Surety's Attorney-in-fact

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State & Zip

Telephone Number

FAX Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and _____
(hereinafter referred to as Principal) have by a written agreement dated _____, entered into a contract identified as:

Project Title: County of Santa Barbara
Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101
Project No. 21059
(Hereinafter referred to as the Contract) and

That, under the law and said Contract t, and before entering upon the performance of said Contract, the principal is required to file with the County a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and _____

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. The surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California, or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code concerning 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 his subcontractors under Section 13020 of the Unemployment Insurance Code concerning such work and labor as required by the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall inure to the benefit of any persons, entities, companies, and corporations named or referred to in Section 9100 of the California Civil Code, to give a right of action to them or their assign in any suit brought upon this bond.

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

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability, or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Principal

Surety

By: _____

Signature of Attorney-in-fact

DATED: _____

Address

City, State & Zip Code

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State & Zip Code

Telephone Number

FAX Number

NOTE: The signature of those executing for Surety must be properly acknowledged.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and _____
(hereinafter referred to as Principal) have by a written agreement dated _____, entered into a contract identified as:

Project Title: County of Santa Barbara
Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101
Project No. 21059
(Hereinafter referred to as the Contract) and

That, under the law and to said Contract, and before entering upon the performance of said Contract, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and _____

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$_____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. The surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California, or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions, and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

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

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability, or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Principal

Surety

By: _____

Signature of Attorney-in-fact

DATED: _____

Address

City, State & Zip Code

Surety's Agent for Service of Process (located within the State of California):

Name of Agent

Address

City, State & Zip Code

Telephone Number

FAX Number

NOTE: The signature of those executing for Surety must be properly acknowledged.

CONTRACT FORMS



CERTIFICATE OF INSURANCE TRANSMITTAL FORM

FOR THE FOLLOWING DESCRIBED PROJECT:

County of Santa Barbara
Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101
Project No. 21059

CONTRACTOR:

Name

Address

City, State & Zip Code

The successful bidder shall furnish satisfactory proof of the maintenance of adequate Worker's Compensation Insurance, and the maintenance of Comprehensive General and Automobile Liability Insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. The County of Santa Barbara (COUNTY), its officers, employees, and agents shall be named as additional insured on all certificates. A copy of the endorsement evidencing that the County has been added to the policy must be attached to the certificate of insurance. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice before cancellation or expiration of the policy or reduction in coverage. Refer to section 5.18 of the General Conditions.

In addition to the above, the following information must appear on the certificates:

Project Title: County of Santa Barbara
Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101
Project No. 21059

This form must be attached to all insurance forms sent to the County of Santa Barbara, General Services Department:

Authorized Insurance Company Representative's Signature

This form may be reproduced as required.

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Section 2-95. Prohibition of unlawful discrimination in employment practices. The COUNTY reserves the right to terminate forthwith every written contract and agreement (except purchase orders) respecting real property for goods and/or services entered into by the COUNTY or by its joint powers, agencies, or agents with the consent of the other parties (hereinafter called "CONTRACTOR") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the COUNTY finds that the CONTRACTOR is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules, or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental handicap when otherwise qualified, Vietnam war veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or another legally protected status.

Such finding may only be made after the CONTRACTOR has had a full and fair hearing on the notice of thirty (30) days before an impartial hearing officer at which the hearing CONTRACTOR may introduce evidence, produce witnesses, and have the opportunity to cross-examine witnesses produced by the COUNTY. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and outlined in a written opinion; in addition, the CONTRACTOR may move in the appropriate court of law for damages and/or to compel specific performance of a CONTRACTOR or agreement if any of the above procedures are not afforded to the CONTRACTOR. If the CONTRACTOR is not found to have engaged in unlawful discriminatory practices, the COUNTY shall pay all costs and expenses of such hearing, including reasonable attorney's fees to the CONTRACTOR by the current Santa Barbara County Superior Court schedule of attorney's fees for civil trials. If CONTRACTOR is found to have engaged in such unlawful discriminatory employment practices, CONTRACTOR shall pay all such costs, expenses, and attorney's fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the CONTRACTOR shall forthwith reimburse COUNTY for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid CONTRACTOR under the terms of the contract or agreement.

Nothing in this Section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to CONTRACTOR, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include but are not limited to employment, promotion, demotion, transfer, recruitment, and advertising for recruitment, layoff or other termination, rate of pay, employee benefits, and all other forms of compensation selection for training and apprenticeship and probationary periods.

CONTRACTOR shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests, and all other pertinent employment data and records, to the COUNTY, its officers, employees, and agents for an investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to CONTRACTOR reasonably before the time CONTRACTOR is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees, and agents of the COUNTY. No records or copies of such records may be removed from the premises of CONTRACTOR and no disclosure, oral, or written of such record, may be made to third parties except as provided within the agreement.

Provided, however, that in the event of a hearing to determine whether or not CONTRACTOR is engaging in unlawful discrimination in employment practices as defined herein, the Board of Supervisor of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the COUNTY. All persons contracting with or who have contracts for goods or services with the COUNTY shall be notified that this chapter applied to their contract or agreement with the COUNTY (Ordinance No. 2946, SS1; Ordinance No. 2993, SS1; and Ordinance No. 3018, SS1).



**COUNTY OF SANTA BARBARA
AGREEMENT FOR:
General Services Project No. 21059**

County of Santa Barbara
Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101
BC: _____ - _____

THIS AGREEMENT (“Agreement”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”), and {FULL LEGAL NAME OF CONTRACTOR} (“CONTRACTOR”), for the completion of the Work (defined below), on the following terms, conditions, and provisions:

1. CONTRACT: This Agreement incorporates by reference all of the General and Special Conditions, Specifications and Drawings provided by the COUNTY for the County of Santa Barbara Sheriff Admin Roof Replacement & Restoration Project # 21059 the Notice to Bidders, the Bid Bond, the Performance Bond, the Payment Bond, and the proposal executed and submitted by the CONTRACTOR for the Project (“Proposal”), to the extent the Proposal is consistent with the provisions of this Agreement other than the Proposal (all of the foregoing documents, together with this Agreement, collectively, the “Contract” or “Contract Documents”). A copy of each of the General and Special Conditions, Specifications and Drawings provided by the COUNTY for the County of Santa Barbara Sheriff Admin Roof Replacement & Restoration Project # 21059, the Notice to Contractors, the Bid Bond, the Performance Bond, and the Payment Bond are attached hereto as EXHIBIT A, and a copy of the Proposal is attached hereto as EXHIBIT B. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Notice to Bidders. Copies of all Contract Documents are on file in the Department of General Services Office of the COUNTY, and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR acknowledges receipt of all Contract Documents.

2. WORK: CONTRACTOR, at CONTRACTOR’s own cost and expense, shall perform all the work described in the Contract Documents (“Work”), and shall furnish all equipment and materials necessary to perform and complete the Work, in a good and workmanlike manner and to the satisfaction of the Director of General Services of the COUNTY, all in strict accordance with the Plans and the Contract Documents.

3. EXCAVATIONS: Before any pavement resurfacing, displacement, or excavation of the ground that may be required in connection with the Work under this Contract, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Sections 4215 through 4217 of the Government Code regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under the Government Code. There shall be no performance under this Contract by either party hereto unless and until CONTRACTOR complies with all of the foregoing provisions of this Sections 3, and notifies the County Representative (defined below) in writing regarding such compliance.

4. COUNTY REPRESENTATIVE: The “County Representative” referred to in the Contract Documents is:
Steve Fernandes.

5. PAYMENT: As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Contract is and shall be {WRITTEN AMOUNT IN DOLLARS AND CENTS} (\$NUMERICAL) (“Base Contract Amount”), to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any loss or damage arising out of the nature of the Work undertaken, or the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the performance of the Work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance

6. **RIGHT TO AUDIT**: CONTRACTOR shall maintain and make available all books, papers, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise in connection with the Contract (collectively, the "Records"). The form of record keeping with respect to the Records shall be subject to approval by COUNTY. The Records shall be made available during normal business hours for examination by COUNTY or the County Representative and shall be retained at CONTRACTOR'S principal place of business in California for audit during normal business hours at such place for four (4) years after the recording of the Notice of Completion for the Project. CONTRACTOR shall provide an office in which COUNTY and the County Representative may conduct such audit(s).

The COUNTY will have the right to audit CONTRACTOR'S Project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

7. **EXTRA WORK**: Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the Work contemplated in the Contract Documents may be effected or authorized in writing duly executed by the County Representative, including agreement(s) providing for compensation in addition to the Base Contract Amount at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents); provided, however, that the aggregate amount of such compensation in addition to the Base Contract Amount shall not exceed ten percent (10%) of the Base Contract Amount or \$25,000, or \$25,000 + 5% of the amount of the bid in excess of \$250,000. Compensation in such other equitable amount as is appropriate for the requirements of the COUNTY may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County Representative may agree upon an appropriate additional time to be allowed as required for such extra work, materials, resolution, or changes.

8. **COMPLIANCE WITH LAW, AMENDMENTS**: CONTRACTOR shall keep fully informed of, and shall at all times during the Term ensure the performance of the Work is in compliance with, all laws, statutes, ordinances, decrees, orders, and regulations which do or may affect the Project, performance of the Work, the materials used therein, or persons engaged in connection therewith, and all such orders of bodies and tribunals having any jurisdiction over same (collectively, "Applicable Laws"). If it be found that the Special Provisions or Standard Specifications for the Work conflict with any Applicable Law(s), the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with, and shall cause all agents, employees, and subcontractors to observe and comply with, all Applicable Laws. CONTRACTOR acknowledges and shall comply with the provisions of Sections 9364 and Sections 9550 and 9566, inclusive, of the Civil Code of California.

9. **PAYMENTS NOT ACCEPTANCE**: No certificate given or payments made under this Contract, except the final payment hereunder, shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the Work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of the Work has been filed for record and no payment shall be construed to be acceptance of any defective Work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any Work in accordance with this Contract shall release the COUNTY from any claims or liabilities on account of Work performed under this Contract, as the same may be amended from time to time during the Term. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY and CONTRACTOR shall repair or replace all Work and materials, together with any other portions of the Work which may be displaced in so doing, that, in the opinion of the County Representative, is or becomes defective during the period of said guarantee, without expense whatsoever to the COUNTY.

10. **PREVAILING WAGE RATES**: Rates of wages, including overtime, holiday, and Sunday rates provided for the Work shall comply with and are subject to the California Labor Code, Sections 1770 et. seq., Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof, and to and any orders of the President or any authorized Federal Officer or agency, insofar as the same may apply to this Contract.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

11. CONTRACT DOCUMENTS ACKNOWLEDGED: CONTRACTOR hereby declares that CONTRACTOR has read the Contract Documents, has carefully examined the plans and detailed drawings of the Work to be performed, and fully understands the intent and meaning of the same.

12. TIME FOR COMMENCEMENT, COMPLETION: The Work to be performed under this Contract shall be completed within 180 calendar days after execution of this Agreement (“Term”). As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of work performance under the Contract. The CONTRACTOR shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed unless otherwise provided therein. The provisions of this Agreement pertaining to Liquidated Damages shall apply in the event of the CONTRACTOR’s failure to complete the Work within the Term.

13. WORKERS' COMPENSATION INSURANCE: CONTRACTOR certifies that CONTRACTOR has knowledge of, is in compliance with, and warrants that CONTRACTOR at all times during the TERM shall remain in compliance with, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance by the provisions of that Code. CONTRACTOR shall comply with such provisions before commencing the performance of the Work.

14. PROGRESS PAYMENT; NO WAIVER FOR DELAY: Any progress payment made after the scheduled completion date for the Work shall not constitute a waiver of any liquidated damages under this Contract.

15. GUARANTEE BONDS: Before any performance under this Contract, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for the faithful performance of all terms and conditions of this Contract, in an amount and form approved by the COUNTY. Both securities shall contain provisions that automatically increase amounts thereof and/or time of completion or both for all change orders, extensions, and additions to the Work provided under this Contract.

16. NON-DISCRIMINATION: The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR shall perform all requirements of a contractor under the provisions of said Article, and shall pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

17. DISPUTES: Should any dispute(s) arise respecting the construction or meaning of any of the plans or specifications affecting the Work or respecting the true value of any extra work or work omitted, such dispute(s) shall be resolved by the Project Engineer/Architect, whose decision shall be final and binding upon the parties hereto. If, after the decision of the Project Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY, and those claims are in the aggregate amount of \$375,000 or less, such claims shall be resolved under Public Contracts Code Sections 20104 through 20104.8, inclusive.

18. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS: The County Representative is authorized to act on behalf of the awarding authority in any matters requiring consent, notice, or hearing to substitute materials or equipment specified or to substitute subcontractors.

19. SURVIVAL: All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

20. INDEMNIFICATION AND INSURANCE: CONTRACTOR shall, at all times during the Term, comply with the indemnification and insurance provisions set forth in EXHIBIT C, attached hereto and incorporated herein by reference. of the Work, for well and faithfully completing the Work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the first date fully executed by all of the parties hereto.

COUNTY

County of Santa Barbara

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICE
CLERK OF THE BOARD

By: _____
CLERK OF THE BOARD

CONTRACTOR

By: _____
AUTHORIZED REPRESENTATIVE
Name: _____
Title: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM,
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Management

RECOMMENDED FOR APPROVAL

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
Department Head

Dept 063 Fund 0030 Program 1930 Account 8200 Project 21059

TERMS & CONDITIONS

Public Project Contracts Specifications and General Conditions

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our/County") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/you/Contractor"), including your agents, employees or sub-contractors. **Your signature means you have read and accepted these terms and conditions.**

SPECIFICATIONS

The Contractor shall furnish all tools, equipment, apparatus, labor, materials, workmanship, transportation, and services necessary to perform and complete the job at the designated location in a good and workmanlike manner, in accordance with the attached contract specifications.

1. EXAMINATION OF SITE. The Contractor shall have examined the site of work and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the Contract sum will be made because of lack of such examination.

2. RESPONSIBILITIES OF THE CONTRACTOR. It shall be the responsibility of the Contractor to establish knowledge of the general area and the specific site to familiarize her/himself with the access and egress, construction or building difficulties and method of delivery and installation, all of which could affect Contractor's ability to perform the work. It shall be the responsibility of the Contractor to cope with all these eventualities.

3. PROTECTION OF PROPERTY. The Contractor shall take all needed precautions to protect the property both real and personal of the County and private individuals and shall safeguard the passing public from harm and from any eventualities arising during the course of the work. The Contractor shall make certain that these safeguards are used both during and after the hours of work.

4. WORKMANSHIP. All work shall be performed in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by mechanics and

workers skilled and trained to properly complete the work required. The work shall proceed vigorously to completion once it is started. Time is of the essence.

5. COSTS. The Contract price is to include all materials and all labor and shall cover all costs of the use of the usual machinery and tools required in the work and shall include all of the Contractor's profits, supervision, and other expenses. This amount shall include all of the Contractor's costs of insurance for property damage and public liability protection, social security benefits, unemployment insurance for workers, and any other benefits, costs, or charges required to be forwarded by the Contractor.

6. PAYMENTS NOT ACCEPTANCE. No certificate given or payments made under this Contract, except the final payment, shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon the Contractor. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. The Contractor agrees that the payment for final quantities due under this Contract and the payment of undisputed contract amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof related to those amounts.

7. EXCAVATIONS. Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the Contractor shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or 1 (800) 227-2600 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the County of any obligation required of the County under said Sections. There shall be no performance under this Contract by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.

8. RIGHT TO AUDIT. The Contractor shall keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of the Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Contract. All accounting records shall be kept in accordance with generally accepted accounting principles. The County shall have the right to audit and review all such documents and records at any time

during the Contractor's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), the Contractor's records shall be subject to the examination and audit of the California State

Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). The Contractor shall participate in any audits and reviews, whether by the County or the State, at no charge to the County.

9. COMPLIANCE WITH LAW, AMENDMENTS. The Contractor shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the Contractor shall immediately report same to the County Representative in writing. The Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. The Contractor acknowledges, particularly, the provisions of Sections 9364 and Sections 9550 and 9560, inclusive, of the Civil Code of California

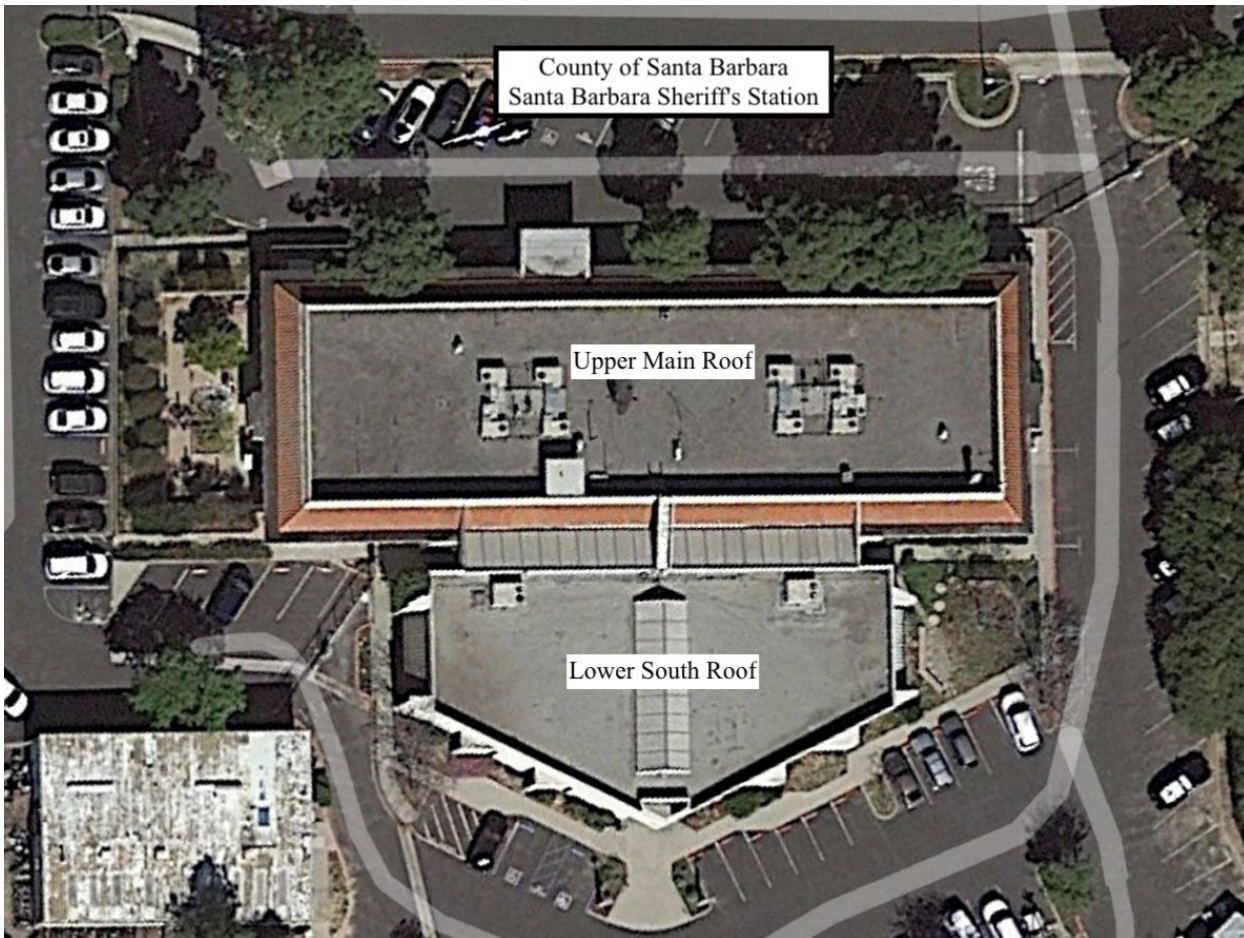


County of Santa Barbara

Sheriff's Station Roof Replacement & Restoration Project Specifications 4434 Calle Real, Santa Barbara, CA 93110

June 20, 2023

Location Map



LEAD & ASBESTOS REPORT



Environmental Consulting Services
Asbestos · Mold · Lead · Property Assessment

May 23, 2022

Mr. Steve Fernandez, Project Manager
County of Santa Barbara
General Services – Facilities Services
1105 Santa Barbara Street
Santa Barbara, California 93101-6065
sfernandez@countyofsb.org

Subject: Asbestos Roofing Survey
County Sheriff's Administration Building
4434 Calle Real
Santa Barbara, CA 93110
FCG Project Code: Co of SB-81
County PO: FAC#169862

Dear Mr. Fernandez:

FCG Environmental (FCG) performed an asbestos roofing survey at the Sheriff's Administration Building, located at 4434 Calle Real in Santa Barbara, California. Our investigation was conducted by FCG personnel on April 7, 2022, under the supervision of Alan Forbess, a CA Certified Asbestos Consultant (No. 94-1549). This report documents the results of our survey, which was conducted to identify asbestos roofing materials in order to determine proper handling procedures prior to roofing replacement work.

1.0 Background Information /Scope of Project

Background: FCG was retained to conduct a survey of suspect roofing materials that might be disturbed as part of roofing replacement activities. The survey was conducted in order to identify hazardous materials issues in accordance with federal, state and local regulations.

Scope of Project: The following services were conducted to define asbestos concerns:

- A visual inspection of representative roofing materials was conducted to identify suspect asbestos containing materials (ACM), including roofing layers (felts, tars, composite cap sheet or aggregate, etc.) and various mastics (penetrations, flashings, curbs, etc.).
- Bulk samples were collected from suspect asbestos containing materials for submittal to a qualified laboratory for analysis. All bulk samples were analyzed by SGS Forensic Analytical, a state-certified laboratory located in Carson, CA. All samples were analyzed by polarized light microscopy (PLM), to determine asbestos fiber concentrations in bulk building material samples. PLM is applicable for the analysis of building survey submissions and other bulk materials.
- All field observations, laboratory analytical data and other findings have been evaluated, with this written report summarizing our findings and providing recommendations as necessary.

FCG Environmental
May 23, 2022

Asbestos Roofing Survey
Sheriff's Administration Building
4434 Calle Real, Santa Barbara, CA 93110

2.0 Asbestos Survey Findings

Suspect Materials: After a visual inspection at the subject site was completed, the following suspect asbestos containing materials were noted:

- Roofing layers (hot mop with stones over insulation & concrete) – throughout north roof
- Roofing layers (hot mop with stones over wood) – north roof equipment pedestal
- Roofing mastics (used to seal penetrations, curbs, pitch pockets, HVAC duct seams, etc.) – north roof
- Silver paint – north roof at duct seams
- Roofing layers (hot mop with stones over wood) – throughout south roof
- Roofing mastics (used to seal penetrations, curb corners, parapet wall seams, etc.) – south roof
- Roof caulking (beige) – south roof at drip edge flashing seams
- Skylight panel seam caulking (grey) – south roof, west side
- Roofing layers (composite sheet) – north & south roof at parapet wall

Bulk Sampling Results: FCG collected 18 bulk samples which were forwarded to SGS Forensic Analytical for analysis by Polarized Light Microscopy (PLM) using EPA Method 600/R-93-116, Visual Area Estimation. Table 1 provides a summary of the materials testing positive for asbestos based on laboratory analytical results. Please refer to the Attachments for a complete copy of the laboratory analytical report.

Table 1: Summary of Materials testing Positive for Asbestos

Sample ID	Asbestos Containing Material	Location	% Asbestos (Chrysotile)	Category, Friability & Condition
6	Roofing Mastics	North Roof Curb Corners on East Equipment Pedestal (~100 sf)	Black Semi-Fibrous Tar = 3%	Category I, Non-friable Material in Fair Condition
7	Roofing Mastics	North Roof Pitch Pockets & Penetrations (~30 sf)	Black Semi-Fibrous Tar = 3% Black Tar = ND	Category I, Non-friable Material in Fair Condition
8	Roofing Mastics	North Roof Duct Seams on West & East Equipment Pedestals (~175 sf)	Silver Paint = ND Black Semi-Fibrous Tar = 3% Beige Woven Material = ND White Non-Fibrous Material = ND	Category I, Non-friable Material in Fair Condition
<p><i>All other suspect roofing materials tested negative for asbestos. ND = No Asbestos Detected Please see the attached lab results and bulk sample logs for additional information.</i></p>				

FCG Environmental
May 23, 2022

Asbestos Roofing Survey
Sheriff's Administration Building
4434 Calle Real, Santa Barbara, CA 93110

Summary: Our survey identified Asbestos Containing Materials (ACM) in the form of roofing mastics on the north roof. These materials may require abatement or special handling as part of future roofing replacement activities. Please see the Conclusions & Recommendations (Section 4.0) below for further discussion regarding the abatement and proper handling of asbestos containing materials.

3.0 Conclusions & Recommendations

An asbestos survey at the Sheriff's Administration Building has been completed per the terms of our agreement to define hazardous materials issues prior to roofing replacement work. Based on our visual observations and our evaluation of analytical data, we conclude the following:

- **Identified Asbestos Containing Materials (ACM):** The following roofing materials contain greater than 1% asbestos and are regulated as Asbestos Containing Materials (ACM) under current federal, state and local regulations:
 - ***Roofing Mastic (3% Chrysotile)*** – *This black mastic is located on the north roof at curb corners on the east equipment pedestal with approximately 100 square feet noted.*
 - ***Roofing Mastic (3% Chrysotile)*** – *This black mastic is located on the north roof at square pitch pockets and round penetrations with approximately 30 square feet noted.*
 - ***Roofing Mastic (3% Chrysotile)*** – *This grey mastic is located on the north roof at the east & west equipment pedestals on HVAC duct seams with approximately 175 square feet noted.*

These are non-friable, Category I materials. Please refer to the summary table and the attached laboratory data for detailed information.

All other suspect roofing materials tested negative, including all roofing layers (felts, tars, hot mop layers, etc.) on both roofs (north and south sides) and all mastics on the south roof. Please see the attached lab report and bulk sample log sheets for additional information. A site plan is also attached for review.

Recommendations

- All identified asbestos containing materials that are to be disturbed as part of roofing replacement activities must be handled in accordance with applicable federal, state and local regulations. Disturbance activities should be performed only by properly trained abatement contractors using appropriate controls to prevent fiber emissions during the removal process. This may include the use of wet methods (water mist), negative pressure containment, HEPA filtration and other engineering controls to keep fibers from being dispersed.
- Workers performing removal should be properly protected to prevent exposure, including the use of respiratory protection with HEPA filtration. Asbestos containing waste

FCG Environmental
May 23, 2022

Asbestos Roofing Survey
Sheriff's Administration Building
4434 Calle Real, Santa Barbara, CA 93110

Materials Testing Negative: The following materials were sampled and tested negative for asbestos:

- Roofing layers (hot mop with stones over insulation & concrete) – throughout north roof
- Roofing layers (hot mop with stones over wood) – north roof equipment pedestal
- Silver paint – north roof at duct seams
- Roofing layers (hot mop with stones over wood) – throughout south roof
- Roofing mastics on south roof (used to seal penetrations, curb corners, parapet wall seams, etc.)
- Roof caulking (beige) – south roof at drip edge flashing seams
- Skylight panel seam caulking (grey) – south roof, west side
- Roofing layers (composite sheet) – north & south roof at parapet wall

Notes on Tables and Assessment Terms

- **Asbestos containing material (ACM):** Federal and County APCD regulations define ACM as any material or product that contains more than 1% asbestos. State regulations define ACM as any material with greater than 0.1% asbestos by weight.
- **Asbestos renovation:** Defined by NESHAPS as the removal of more than 160 square feet or 260 linear feet of ACM. OSHA requires registration of all contractors removing more than 100 sq. ft. on any project.
- **Friable ACM:** any ACM that when dry can be crumbled, pulverized, or reduced to powder by normal hand pressure.
- **Non-friable ACM:** any ACM that **cannot** be reduced to powder by normal hand pressure.
- **Category I non-friable ACM:** asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products (typically pliable materials, including sealants and mastics).
- **Category II non-friable ACM:** any other ACM that when dry **cannot** be reduced to powder by hand pressure (typically non-pliable/cementitious materials).
- **Regulated Asbestos Containing Material (RACM):** any **friable** ACM that will be removed during a renovation of a regulated structure. ACM that will become friable due to the removal technique is also regulated. Note: while linoleum flooring is considered Category II ACM while managed in place, removal *always* renders it friable.
- **Presumed Asbestos Containing Materials (PACM):** This designation is for those materials which are normally asbestos containing but were not sampled due to access issues or potential for irreparable damage. This typically includes transit (asbestos cement) piping or sheeting, or HVAC insulation materials in walls, under floors, etc. where destructive testing is not recommended. Regulations allow asbestos inspectors to "presume" that these materials contain asbestos without laboratory data based on the inspector's experience and knowledge of building materials.
- **Trace (<1%) Asbestos:** Federal and local APCD regulations define an asbestos containing material (ACM) as any compound with greater than 1% asbestos. The State of California through Cal-OSHA regulation further defines an asbestos containing material as any compound which meets or exceeds a concentration of 0.1% asbestos by weight. This definition is primarily for worker and occupant protection during disturbance work. The polarized light microscopy (PLM) method does not quantify the concentration asbestos in bulk samples at levels of less than 1%. Furthermore, PLM methodology will include all fibers with a similar aspect ratio (3:1) to asbestos fibers, and therefore may count non-asbestos fibers as part of the overall total. PLM analytical methods must report a "trace" amount where fibers are noted in concentrations of less than 1% of the total. Further analysis by more quantitative methods such as "Point Count" or transmission electron microscopy (TEM) are required to quantify the actual concentration of asbestos in "trace" PLM sample results.

FCG Environmental
May 23, 2022

Asbestos Roofing Survey
Sheriff's Administration Building
4434 Calle Real, Santa Barbara, CA 93110

materials should be properly contained and transported for off-site disposal at a properly permitted facility.

- The local enforcement agency for asbestos removal projects in this area is the Santa Barbara County Air Pollution Control District (APCD). They require notification for removal of friable, regulated asbestos containing materials in quantities which exceed 160 square feet or 260 linear feet. Roofing materials are considered non-friable. Regardless of the quantities found, we recommend that that this survey report be submitted as a courtesy along with any required notifications for their review. They also require notification for all demolition projects, including projects where a load-bearing wall is removed. We recommend that you contact the APCD directly for further information regarding permitting and regulatory requirements.
- The contractor conducting abatement work is responsible for complying with local, state and federal standards for worker protection and NESHAPS regulations regarding asbestos fiber emissions. Proper removal techniques must be followed to prevent the dissemination of asbestos fibers. Notification and permitting is typically the responsibility of the abatement contractor and/or property owner. If you would like assistance regarding these matters or would like the names of qualified contractors in your area, please feel free to contact FCG at (805) 646-1995.

General:

- As our survey was limited to readily accessible roofing areas only, there is potential that suspect materials previously unidentified could be discovered during roofing replacement activities. If suspect materials are found during replacement work, the area should be isolated, and any suspect materials tested to confirm or deny the presence of asbestos, lead or other hazards.

FCG Environmental
May 23, 2022

Asbestos Roofing Survey
Sheriff's Administration Building
4434 Calle Real, Santa Barbara, CA 93110

Limitations Statement

The data compiled and evaluated as part of this assessment was limited and may not represent all conditions at the subject site. Asbestos was widely used until the late 1970's in thousands of building materials (i.e. joint compound, wallboard, thermal system insulation (TSI), acoustical ceiling, roofing material, etc.), making it difficult to locate all areas of ACM usage. This assessment reflects the data collected from the specific locations tested to identify Asbestos Containing Materials (ACM) in those locations and may not be all encompassing. There is always potential for asbestos containing materials to be missed due to problems with accessibility, and the broad variety of uses. The presence or absence of lead-based paint or lead-based paint hazards applies only to the tested or assessed surfaces on the date of the field visit. It should be understood that conditions noted within this report were accurate at the time of the inspection and in no way reflect the conditions at the property after the date of the inspection. All data collection, findings, conclusions and recommendations presented by FCG within this report are based upon limited data using current standard practices accepted within the industry. The conclusions and recommendations presented within this report are based on current regulations and the professional experience of the certified professionals involved in this project.

The data collected during this assessment and any resulting recommendations shall be used only by the client for the site described in this report. Any use or reliance of this report by a third party, including any of its information or recommendations, without the explicit authorization of the client shall be strictly at the risk of the third party.

It should not be misconstrued that this assessment has identified any or all environmental conditions at the subject site. FCG makes no representations regarding the accuracy of the enclosed data and will not be held responsible for any incidental or consequential loss or punitive damages including but not limited to, loss of profits or revenues, loss of use of a facility or land, delay in construction or action of regulatory agencies.

If you have any questions or concerns regarding the information provided, please do not hesitate to call us at 805.646.1995.

FCG Environmental



Alan Forbess, Principal Consultant
CA Certified Asbestos Consultant (CAC No. 94-1549)

Attachments: 1 – Forensic Analytical Results & FCG Sampling Log
2 – FCG Inspector Certifications

Attachment 1

Laboratory Analytical Results for
Asbestos Bulk Samples

Bulk Sample Log Sheets/Chain-of-Custody



Final Report

Bulk Asbestos Analysis

(EPA Method 40CFR, Part 763, Appendix E to Subpart E and EPA 600/R-93-116, Visual Area Estimation)
 NVLAP Lab Code: 101459-1

Forbess Consulting Group (FCG)
 Alan Forbess
 1009 Mercer Avenue
 Ojai, CA 93023

Client ID: 7238
Report Number: B331594
Date Received: 04/08/22
Date Analyzed: 04/12/22
Date Printed: 04/12/22
First Reported: 04/12/22

Job ID/Site: County of SB-81; County Sheriff Admin Bldg., 4434 Calle Real SB

SGSFL Job ID: 7238
Total Samples Submitted: 18
Total Samples Analyzed: 18

Date(s) Collected: 04/07/2022

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
1	51535948						
		Layer: Black Tar	ND				
		Layer: Brown Fibrous Material	ND				
		Layer: Grey Cementitious Material	ND				
		Total Composite Values of Fibrous Components:	Asbestos (ND)				
		Cellulose (10%)		Fibrous Glass (2%)			
2	51535949						
		Layer: Black Tar	ND				
		Layer: Brown Fibrous Material	ND				
		Layer: Grey Cementitious Material	ND				
		Total Composite Values of Fibrous Components:	Asbestos (ND)				
		Cellulose (10%)		Fibrous Glass (2%)			
3	51535950						
		Layer: Black Tar	ND				
		Layer: Brown Fibrous Material	ND				
		Layer: Grey Cementitious Material	ND				
		Total Composite Values of Fibrous Components:	Asbestos (ND)				
		Cellulose (10%)		Fibrous Glass (2%)			
4	51535951						
		Layer: Black Tar	ND				
		Layer: Brown Fibrous Material	ND				
		Layer: Grey Cementitious Material	ND				
		Total Composite Values of Fibrous Components:	Asbestos (ND)				
		Cellulose (10%)		Fibrous Glass (2%)			
5	51535952						
		Layer: Black Tar	ND				
		Layer: Brown Fibrous Material	ND				
		Layer: Grey Cementitious Material	ND				
		Total Composite Values of Fibrous Components:	Asbestos (ND)				
		Cellulose (10%)		Fibrous Glass (2%)			

Client Name: Forbess Consulting Group (FCG)

Report Number: B331594

Date Printed: 04/12/22

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
6	51535953						
Layer: Black Semi-Fibrous Tar		Chrysotile	3 %				
Total Composite Values of Fibrous Components:		Asbestos (3%)					
Cellulose (Trace)							
Comment: This comment applies to the Black Semi-Fibrous Tar only: Insufficient material for additional analyses.							
7	51535954						
Layer: Black Semi-Fibrous Tar		Chrysotile	3 %				
Layer: Black Tar			ND				
Total Composite Values of Fibrous Components:		Asbestos (2%)					
Cellulose (Trace)							
Comment: This comment applies to the Black Semi-Fibrous Tar only: Insufficient material for additional analyses.							
8	51535955						
Layer: Silver Paint			ND				
Layer: Black Semi-Fibrous Tar		Chrysotile	3 %				
Layer: Beige Woven Material			ND				
Layer: White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (2%)					
Cellulose (Trace)							
Comment: This comment applies to the Black Semi-Fibrous Tar only: Insufficient material for additional analyses.							
9	51535956						
Layer: Silver Paint			ND				
Layer: White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (20 %)							
10	51535957						
Layer: Stones			ND				
Layer: Black Tar			ND				
Layer: Black Felt			ND				
Layer: Brown Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)		Fibrous Glass (10 %)					
11	51535958						
Layer: Stones			ND				
Layer: Black Tar			ND				
Layer: Black Felt			ND				
Layer: Brown Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)		Fibrous Glass (10 %)					

Client Name: Forbess Consulting Group (FCG)

Report Number: B331594

Date Printed: 04/12/22

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
12	51535959						
Layer: Stones			ND				
Layer: Black Tar			ND				
Layer: Black Felt			ND				
Layer: Brown Fibrous Material			ND				
Layer: White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)	Fibrous Glass (10 %)						
13	51535960						
Layer: Black Tars			ND				
Layer: Black Felts			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (10 %)	Fibrous Glass (2 %)						
14	51535961						
Layer: Black Semi-Fibrous Tar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (15 %)							
15	51535962						
Layer: Off-White Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
16	51535963						
Layer: Grey Non-Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
17	51535964						
Layer: White Roof Shingle			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (2 %)	Fibrous Glass (10 %)						
18	51535965						
Layer: White Roof Shingle			ND				
Layer: Black Semi-Fibrous Tar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (2 %)	Fibrous Glass (10 %)						



Tiffani Ludd, Laboratory Supervisor, Carson Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

Analytical results and reports are generated by SGS Forensic Laboratories (SGSFL) at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGSFL to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGSFL. The client is solely responsible for the use and interpretation of test results and reports requested from SGSFL. SGSFL is not able to assess the degree of hazard resulting from materials analyzed. SGS Forensic Laboratories reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.



Analysis Request Form (COC)

Client Name & Address: FCG Environmental (Forbess Consulting Group, Inc.) 1009 Mercer Avenue Ojai, CA 93023		Client No.: 7238	PO / Job#: County of SB-81	Date: 4-7-22			
Contact: Alan Forbess		Phone: (805) 646-1995	Turn Around Time: Same Day / <input checked="" type="checkbox"/> 1Day / 2Day / 3Day / 4Day / 5Day				
E-mail: aforbess@fcgenviro.com		<input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotometer <input checked="" type="checkbox"/> PLM: <input checked="" type="checkbox"/> Standard / <input type="checkbox"/> Point Count 400-1000 / <input type="checkbox"/> CARB 435					
Site Name: County Sheriff Admin Bldg.		<input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> TEM Bulk: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Chatfield <input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight % <input type="checkbox"/> TEM Microvac: <input type="checkbox"/> Qual / <input type="checkbox"/> D5755(str/area) / <input type="checkbox"/> D5756(str/mass)					
Site Location: 4434 Calle Real SB		<input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> PLM Opaques/Soot <input type="checkbox"/> Particle Identification (TEM LAB) <input type="checkbox"/> Special Project <input type="checkbox"/> Metals Analysis Matrix: Method: Analytes:					
Comments: Bldg. # J03035		<input type="checkbox"/> Silica in Air <input type="checkbox"/> w/Gravimetry <input type="checkbox"/> Quartz Only					
Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg LPM	Total Time	
		Samples 1-18	<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
		See Attached log	<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
			<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
			<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
			<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
			<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
			<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
			<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
			<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
			<input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> C				
Sampled By: RRF		Date/Time: 4-7-22 12:30pm	Shipped Via: <input checked="" type="checkbox"/> Fed Ex <input type="checkbox"/> UPS <input type="checkbox"/> US Mail <input type="checkbox"/> Courier <input type="checkbox"/> Drop Off <input type="checkbox"/> Other:				
Relinquished By: [Signature]		Date / Time: 4-7-22 3:30pm	Relinquished By:		Date / Time:	Relinquished By:	
Received By: [Signature]		Date / Time: 4/8/22 9:52am FKG G304	Received By:		Date / Time:	Received By:	
Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No		Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No		Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No			

SGS Forensic Laboratories may subcontract client samples to other SGSFL locations to meet client requests.
 San Francisco Office: 3777 Depot Road, Suite 409, Hayward, CA 94545-2761 • Phone: 510/887-8828 • 800/827-3274
 Los Angeles Office: 2959 Pacific Commerce Drive, Rancho Dominguez, CA 90221 • Phone: 310/763-2374 • 888/813-9417
 Las Vegas Office: 6765 S. Eastern Avenue, Suite 3, Las Vegas, NV 89119 • Phone: 702/784-0040

County of
Project 21

FCG Environmental Inc.

Asbestos Bulk Sampling Field Log

Date: 4-7-22
 Client: County of Santa Barbara
 Site: 4434 Calle Real
 Project: County of SB-81
 Inspector(s): BRF
 Area/Unit: Sheriff Admin Bldg - Roof

1 of 2

Friable: Friability Codes: N=Non-friable; F=Friable
 Cond: Condition Codes: G=Good; F=Fair; P=Poor
 NA=Not Analyzed
 ND=Detected
 N=Negative

Sample #	Material Sampled	Sample Location	Quantity	Notes	Friability	Condition
1	Hot mop w/ stones over Roof layers / Insulation and concrete	North Roof / East Side	T/O		N	F
2	↓ / ↓	↓ / Middle	↓		↓	↓
3	↓ / ↓	↓ / West side	↓		↓	↓
4	Hot mop w/ stones over wood	East Equipment pedestal	140 SF		N	F
5	↓ / ↓	↓ / west ↓ ↓	140 SF		↓	↓
6	Roof Mastics / Black	↓ / Curb corners / East Equipment Pedestal	100 SF		N	F
7	↓ / ↓	↓ / Pitch Pockets / west side 2" penetration	30 SF	Square pitch pockets + Round penetrations	N	F
8	Grey HVAC Duct Seams	↓ / West End of west Equipment Pedestal - Duct Seams	175 SF	also at East Equip. Pedestal - East End	N	P
9	Silver paint - Duct Seams	↓ / East Equipment pedestal west side Ducting Seams	116 SF	also at west Equip. Pedestal - East End	N	F
10	Hot mop w/ stones Roof layers / over Insulation + Wood	South Roof / East Side	T/O		N	F
11	↓ / ↓	↓ / Middle	↓		↓	↓
12	↓ / ↓	↓ / West Side	↓		↓	↓

FCG Environmental Inc.

Asbestos Bulk Sampling Field Log

Date:	4-7-22
Client:	County of SB
Site:	4434 Calle Real
Project:	County of SB-81
Inspector(s):	BRF
Area/Unit:	Sheriff Admin Bldg. - Roof

2 of 2

Friable: Friability Codes: N=Non-friable; F=Friable
 Cond: Condition Codes: G=Good; F=Fair; P=Poor
 NA=Not Analyzed
 ND=Detected
 N=Negative

Sample #	Material Sampled	Sample Location	Quantity	Notes	Friability	Condition
13	Roof Mastics/Black	South Roof / Curb corners/ Hatch	12 SF		N	F
14	↓ / ↓	↓ Parapet wall/ Seams, cornus & Drainage	30 SF		N	F
15	Roof caulking/ Beige	↓ Drip edge Flashing Seams	T/O		N	F
16	skylight panel / seam caulking / Grey	↓ Center skylight / west side	244 LF		N	P
17	Roof layers/ Comp sheet	↓ Parapet wall/ East side	T/O		N	F
18	↓ / ↓	North-Roof / ↓ South side	T/O		N	F

Attachment 2

FCG Inspector Certifications

Alan W. Forbess, Certifications (2022-2023)

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

Alan Wayne Forbess

Name



Certification No. 94-1549

Expires on 01/12/23

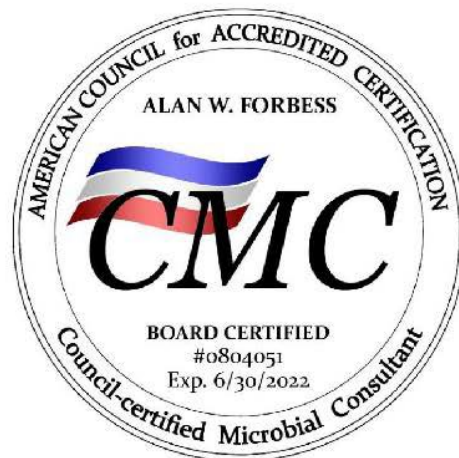
This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.


STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH


LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 Alan Forbess	Lead Inspector/Assessor Lead Project Monitor	LRC-00000505 LRC-00000504	6/18/2022 6/18/2022

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clpph or calling (800) 597-LEAD.



FCG Staff Certifications – William A. Miller

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

William A Miller



Name

Certification No. 07-4160

Expires on 03/22/23

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 William Miller	Lead Inspector/Assessor Lead Project Monitor	LRC-00000721 LRC-00000720	6/13/2022 6/13/2022

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.



NIOSH82-022508-001
 Certificate Number

ENVIRONMENTAL NETWORK CORPORATION
 16700 Valley View Avenue, La Brea, California 90038
 (714) 524-3811, Fax (714) 523-9810
 email: en@encorp.net

This is to certify that

William Miller

000-00-7208

has attended and satisfactorily completed the course in

Sampling and Evaluating Airborne Asbestos Dust

NIOSH 582 Equivalent

on this day

February 29, 2008


William Bohning Course Instructor


Miguel Orta Laboratory Manager

Blake Forbess Certifications 2022

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

Blake R Forbess

Name



Certification No. 18-6328

Expires on 11/15/22

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Sampling Technician	LRC-00003725	10/31/2022

Blake Forbess

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD.

CORE RESULTS

Site/Building Name

Santa Barbara Sheriff's
County Office

Customer Name

County of Santa Barbara

Customer Name

County of Santa Barbara

Prepared by Vincent Eaton

Date 03/31/2022

Notations

Tremco was on-site to perform core cuts to verify the roof system/composition. The notes and photos are below.

North Roof Core

- Concrete deck with lightweight overlay
- 1/2" wood fiber cover board
- Two gravel hot asphalt BUR systems (base-3ply)
- 1 1/2" total depth down to lightweight deck

South Roof Core

- Wood Deck
- 1/2" wood fibreboard
- 9.5" polystyrene foam insulation
- Gravel hot asphalt BUR system (base-3ply)
- 10.5" total depth down to wood deck

Photo 1.



North core

Photo 3.



North core

Photo 4.



North core

Photo 5.



South core

Photo 6.



South core

Photo 7.



South core

Photo 8.



South core



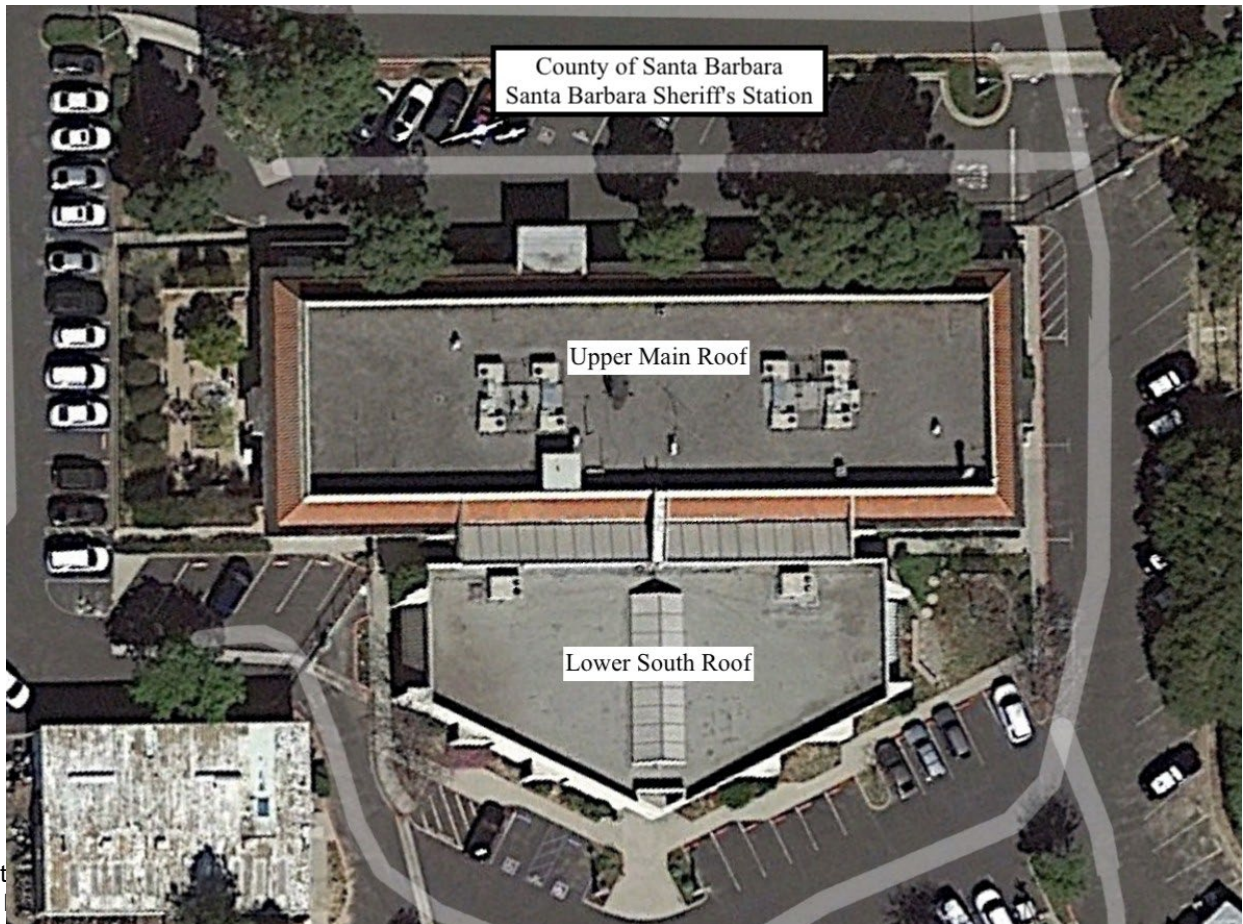
County of Santa Barbara

Sheriff's Station Roof Replacement & Restoration Project Specifications

4434 Calle Real, Santa Barbara, CA 93110

June 20,2023

Location Map



Lower South Roof Specifications

SECTION 070150.16 - MAINTENANCE CLEANING OF MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Pressure washing of roof membrane including membrane flashings, with full water reclamation.

B. Related Requirements:

1. Division 07 roofing rehabilitation section for repair and restoration coating of roofing membranes.

1.2 ACTION SUBMITTALS

- ##### A. Product Data: For cleaning compounds.

1.3 INFORMATIONAL SUBMITTALS

- ##### A. Work Plan: For maintenance cleaning, including description of

means and methods for water reclamation.

1.4 QUALITY ASSURANCE

- A. Operator Qualifications: Trained and approved by manufacturer of cleaning equipment, with a record of successful roofing membrane cleaning.
- B. Regulatory Requirements: Comply with governing EPA regulations. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.5 PROJECT / FIELD CONDITIONS

- A. Owner will occupy portions of building immediately below roof area to be maintained. Conduct operations so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
- B. Protect building to be cleaned, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from maintenance operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

PART 2 - PRODUCTS

2.1 CLEANING SYSTEM OPERATORS

- A. Source Limitations: Engage a qualified roofing maintenance cleaning firm to perform cleaning of membrane roofing.
- B. Approved Operators: Beachwood OH, (800) 562-2728, Tremco, Inc., RoofTec Cleaning Systems.

2.2 PERFORMANCE REQUIREMENTS

- A. Water Reclamation: Provide maintenance cleaning of membrane roofing that provides 100 percent reclamation of cleaning water and complies with applicable provisions of the US EPA National Pollutant Discharge Elimination System (NPDES) program and requirements of local authorities having jurisdiction.

2.3 MATERIALS

- A. Pre-cleaning Treatment: Detergent-free.
 - 1. Product: Tremco, Inc., RoofTec PREKLEEN.
- B. Pressure Wash Cleaning Solution: VOC, detergent, phosphate, and surfactant free.
 - 1. Product: Tremco, Inc., RoofTec RENEW Cleaner.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Comply with warranty requirements of existing roof membrane manufacturer.
- B. Shut off rooftop utilities and service piping before beginning the Work.
- C. Test existing roof drains to verify that they are not blocked or restricted. Immediately notify Owner of any blockages or restrictions.
- D. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with

maintenance cleaning work that could affect indoor air quality or activate smoke detectors in the ductwork.

- E. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors.

3.2 MAINTENANCE CLEANING OF ROOF MEMBRANE

- A. Pretreat membrane and flashings when recommended by cleaning equipment manufacturer based upon site assessment of membrane condition.

- B. Apply pressure wash cleaning solution onto membrane and flashing surfaces.
- C. Pressure wash membrane and flashings using equipment and methods recommended in writing by cleaning equipment manufacturer for specific application. Utilize rotating wash head equipment operated at not less than 2,000 psi. Use equipment utilizing vacuum removal of wash water and residues.

3.3 DISPOSAL

- D. Collect cleaning water and associated cleaning compounds and residual material and process to meet US EPA and local environmental requirements for legal discharge.

END OF SECTION 070150.16

SECTION 070150.72 - REHABILITATION OF BUILT-UP ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Roof re-coating preparation.
2. Application of reinforced fluid-applied roof membrane and flashings over existing gravel-surfaced built-up asphalt roofing.

B. Related Information:

1. Division 07 Section "Maintenance Cleaning of Membrane Roofing" for reclaimed water cleaning system for preparation of existing roof substrate.

1.2 MATERIALS OWNERSHIP

A. Demolished materials shall become Contractor's property and shall be removed from Project site.

1.3 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.

1.4 ROOFING CONFERENCES

A. Roofing Rehabilitation Preinstallation Conference: Conduct conference at Project site. Review methods and procedures related to roofing system.

1. Meet with Owner; Owner's Consultant; roofing re-coating materials manufacturer's representative; roofing re-coating Installer including project manager and foreman; and installers whose work interfaces with or affects re-coating including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.
2. Review methods and procedures related to re-coating preparation, including rehabilitation roofing system manufacturer's written instructions.
3. Review drawings and specifications.
4. Procedures for salvaging and recycling of demolition and construction waste.

5. Review temporary protection requirements for existing roofing system that is to remain, during and after installation.
6. Review roof drainage during each stage of re-coating and review roof drain plugging and plug removal procedures.
7. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
8. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-coating.
9. Review HVAC shutdown and sealing of air intakes.
10. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
11. Review governing regulations and requirements for insurance and certificates if applicable.
12. Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.
13. Review existing conditions that may require notification of Owner before proceeding.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product specified.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, Manufacturer, and Roofing Inspector.
 1. Letter written for this Project indicating manufacturer approval of Installer to apply specified products and provide specified

warranty.

- B. Warranties: Unexecuted sample copies of special warranties.
- C. Existing Conditions Photographs: Show existing conditions of adjoining construction and site improvements, including exterior finish surfaces adjacent to the Work, which might be misconstrued as having been damaged by re-coating operations. Submit before Work begins.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: To include in maintenance manuals.
- B. Warranties: Executed copies of approved warranty forms.

1.8 QUALITY ASSURANCE

- A. **Installer Qualifications:** An employer of workers trained by manufacturer, including a full-time on-site supervisor with a minimum of three years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and the following:
 - 1. Installer qualified by the manufacturer to install manufacturer's products and furnish warranty of type specified.
- B. **Manufacturer Qualifications:** Primary product manufacturer, with minimum five years' experience in manufacture of comparable products in successful use in similar applications, and able to furnish warranty with provisions matching specified requirements.
- C. **Roofing Inspector Qualifications:** A technical representative of manufacturer and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:
 - 1. An authorized full-time technical employee of the manufacturer.
- D. **Manufacturer's Installation Instructions:** Obtain and maintain on-site access to manufacturer's written recommendations and instructions for installation of products.

1.9 PROJECT / FIELD CONDITIONS

- A. **Weather Limitations:** Proceed with rehabilitation work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
 - 1. Store all materials prior to application at temperatures recommended by manufacturer.

2. Apply coatings within range of ambient and substrate temperatures recommended by manufacturer.
 3. Do not apply roofing in snow, rain, fog, or mist.
- B. Protect building to be rehabilitated, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from rehabilitation operations.
 - C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
 - D. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - E. Owner will occupy portions of building immediately below re-coating area. Conduct re-coating so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

1.10 WARRANTY

- A. **Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.**
 - 1. **Form of Warranty: Manufacturer's standard warranty form.**
 - 2. **Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.**
 - 3. **Warranty Period: 15 years from date of completion.**
- B. **Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.**
 - 1. **Inspections to occur in following years: 2, 5, 10, 15 following completion.**
- C. **Installer Warranty: Installer's warranty signed by Installer, as follows.**
 - 1. **Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.**
 - 2. **Scope of Warranty: Work of this Section.**
 - 3. **Warranty Period: 2 years from date of completion.**

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. **Basis of Design: The roof system specified in this Section is based upon products of Tremco CPG Inc, Beachwood, OH, www.tremcoroofing.com that are named in other Part 2 articles.**

Provide specified products.

1. Local Rep: Daniel Gilday dgilday@tremcoinc.com

B. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Rehabilitated roofing shall withstand exposure to weather without failure or leaks due to defective manufacture or installation.

1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.

- B. **Material Compatibility:** Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. **Exterior Fire-Test Exposure:** Roofing system exterior fire-test exposure performance following application of rehabilitation coating shall be not be less than that of the preredhabilitated roof performance when tested in accordance with ASTM E108, based upon manufacturer's tests of identical applications.

2.3 MATERIALS

- A. **General:** Rehabilitative materials recommended by roofing system coating manufacturer for intended use and compatible with components of existing membrane roofing system.
- B. **Infill Materials:** Where required to replace test cores and to patch existing roofing, use infill materials matching existing membrane roofing system materials, unless otherwise indicated.
 - 1. **SBS-modified asphalt coated composite polyester / fiberglass/fiberglass mat reinforced high tensile strength base sheet, ASTM D4601 Type II.**
 - a. **Basis of design product:** Tremco, BURmastic Composite Ply HT.
 - b. **Tensile Strength at 77 deg. F (25 deg. C), minimum, ASTM D5147:** Machine direction, 165 lbf/in (725 N); Cross machine direction, 150 lbf/in (660 N).
 - c. **Tear Strength at 77 deg. F (25 deg. C), minimum, ASTM D5147:** Machine direction, 260 lbf (1150 N); Cross machine direction, 230 lbf (1120 N).
 - d. **Thickness, minimum, ASTM D5147:** 0.060 inch (1.5 mm).
 - 2. **Cold-applied bio-based low odor urethane roofing adhesive,**

two-part, USDA Bio Preferred, formulated for compatibility and use with specified roofing membranes and flashings.

- a. Basis of design product: Tremco, POWER ply Endure BIO Adhesive TF.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3690: 0 g/L.
 - c. Low Temperature Flexibility, ASTM D2240: Pass at -30 deg F (-34 deg C).
 - d. Solids, by Volume, ASTM D2697: 100 percent.
 - e. Bio base Content, Minimum, ASTM D6866: 70 percent.
- c. Temporary Roof Drainage: Design and selection of materials for temporary roof drainage are responsibilities of the Contractor.

2.4 FLUID-APPLIED LEVELING COAT

- A. Polyurethane Elastomeric Fluid-Applied leveling coat formulated to be applied over gravel surfaced BUR roof systems
 - 1. Fluid-applied roof leveling product consisting of low odor, polyurethane base coat with recycled content for roof coating over existing gravel.
 - a. Basis of design product: Tremco, **AlphaGrade**.
 - b. Solids, by volume, ASTM D 2697: 100 percent
 - c. Dynamic Puncture Resistance, ASTM D5635: 32.5 J.
 - d. Elongation, ASTM D412: 89 percent.
 - e. Low Temperature Crack Bridging, ASTM C836: Pass.
 - f. Static Puncture Resistance, ASTM D5602: 20 lbf (2.3 Nm).
 - g. Tensile Strength, ASTM D412: 122 psi (841.2 kPa).
 - h. Water Absorption, ASTM D95: 0.0 percent.
 - i. Volume Solids, ASTM D2697: 100 percent.
 - j. Weight Solids, ASTM D1644: 100 percent.
 - k. **Thickness: 256 mils applied at rate of 10 gal/100 sq. ft;** as determined by field- testing, level with top of aggregate.

2.5 FLUID-APPLIED ROOFING MEMBRANE

- A. Polyurethane Elastomeric Fluid-Applied System: Two-coat fluid-applied roofing membrane formulated for application over prepared existing roofing substrate.
 - 1. Polyurethane Roof Coating System Base Coat: Bio-based, low-

odor, low VOC, two-part, for use with compatible leveling coat and top coat.

- a. Basis of design product: Tremco, **AlphaGrade Base Coat**.
- b. Combustion Characteristics, UL 790: Maintains combustion characteristics of existing roofing system.
- c. Dynamic Puncture Resistance, ASTM D5635: 32.5 J.
- d. Elongation, ASTM D412: 159 percent.
- e. Low Temperature Crack Bridging, ASTM C836: Pass.

- f. Low Temperature Flexibility, ASTM D5147: Pass at -55 deg F (-48.3 deg C).
 - g. Static Puncture Resistance, ASTM D5602: 20 lbf (88.9 N).
 - h. Tear Strength, ASTM D624: 34 lbf/in (5.9 N/mm).
 - i. Tensile Strength, ASTM D412: 193 psi (1330 kN/m²).
 - j. Water Absorption, ASTM D95: 1 percent.
 - k. Volatile Organic Compounds (VOC): 0 g/L.
 - l. Volume Solids, ASTM D2697: 100 percent.
 - m. Weight Solids, ASTM D1644: 100 percent.
 - n. **Thickness, Base Coat: 40 mils wet (2.5 gal/SQ).**
2. Polyurethane Roof Coating System Top Coat: Bio-based, low-odor, low VOC, two-part, for use with compatible base coat.
- a. Basis of design product: Tremco, **AlphaGrade Top Coat.**
 - b. Combustion Characteristics, UL 790: Maintains combustion characteristics of existing roofing system.
 - c. Accelerated Weathering, ASTM D5147: Pass.
 - d. Dynamic Puncture Resistance, ASTM D5635: 32.5 J.
 - e. Elongation, ASTM D412: 159 percent.
 - f. Low Temperature Crack Bridging, ASTM C836: Pass.
 - g. Low Temperature Flexibility, ASTM D5147: Pass at -55 deg F (-48.3 deg C).
 - h. Static Puncture Resistance, ASTM D5602: 20 lbf (88.9 N).

- i. Tear Strength, ASTM D624: 34 lbf/in (5.9 N/mm).
- j. Tensile Strength, ASTM D412: 193 psi (1330 kN/m²).
- k. Water Absorption, ASTM D95: 1 percent.
- l. Volatile Organic Compounds (VOC): 0 g/L.
- m. Volume Solids, ASTM D2697: 100 percent.
- n. Weight Solids, ASTM D1644: 100 percent.

- o. Thickness, Top Coat: 32 mils wet (2gal/SQ).**
- p. Thickness, Slip-resistant Walkway Top Coat: 16-24 mils wet (1-1.5gal/SQ).***

B. Primers:

1. Primer for Asphaltic and Single-Ply Membranes: Water-based, polymer-modified quick-dry low odor primer.
 - a. Basis of design product: Tremco, Alpha Guard WB Primer.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 1 g/L.
 - c. Solids, by weight: 70 percent.
2. Primer for Masonry Surfaces: Two-part high-solids epoxy-penetrating low-odor primer for masonry and concrete surfaces.
 - a. Basis of design product: Tremco, AlphaGuard C-Prime.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 0 g/L.
 - c. Solids, by weight: 100 percent.
3. Primer for Non-Porous Surfaces: Single-part, water-based primer to promote adhesion of urethanes to metals, PVC and other non-porous surfaces.
 - a. Basis of design product: Tremco, AlphaGuard M-Prime.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 22 g/L.
 - c. Nonvolatile Content, minimum, ASTM D2369: 5 percent.
 - d. Density at 77 deg F (25 deg C): 8.3 lb./gal (1kg/L).
4. Primer for Intercoat and Substrate Adhesion: Single-part, quick-drying primer to promote adhesion of urethane products to

previous urethane coats and to other approved surfaces.

- a. Basis of design product: Tremco, Geogard Primer.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 100 g/L.
 - c. Coverage Rate, 400 sq. ft/ gal. (10 m²/ L): 4 mils (0.10 mm) wet.
- c. Reinforcing Fabric:
1. Glass Fiber Reinforcing Fabric: Medium-fine fiber, rapid wetting chopped strand mat intended for reinforcement of compatible fluid-applied membranes and flashings.
 - a. Basis of design product: Tremco, **AlphaGuard Glass Mat.**

- b. Binder: Highly soluble powdered polyester.

2.6 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and fluid-applied roofing system.
- B. Seam Sealer: Waterproof seam and patching material compatible with applied coating.
 - 1. Seam Sealer: Aliphatic polyurethane sealer, single-component, moisture curing, high solids, low-VOC, formulated for compatibility and use with specified roofing substrates.
 - a. Basis of design product: Tremco, SOLARGARD Seam Sealer.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 75 g/L.
 - c. Tensile Strength, ASTM D412: 270 psi (1860 kPa).
 - d. Tear Strength, ASTM D412: 35 pli (6 kN/m).
 - e. Elongation, ASTM D412: 700 percent.
 - f. Color: White.
 - c. Seam, Flashing and Detail Reinforcing Fabric:
 - 1. Polyester Reinforcing and Protection Fabric: 100 percent stitch-bonded mildew-resistant polyester fabric intended for reinforcement of compatible fluid-applied membranes and flashings and as a protection layer under pavers or stone aggregates.
 - a. Basis of design product: Tremco, Permafab.
 - b. Tensile Strength, Minimum, ASTM D1682: 50 lbf (23 kg) avg.

- c. Elongation, Minimum, ASTM D1682: 60 percent.
 - d. Tear Strength, Minimum, ASTM D1117: 16 lbf (7.3 kg) avg.
 - e. Weight: 3 oz./sq. yd (102 g/sq. m).
- D. Joint Sealant: Elastomeric joint sealant compatible with applied coating, with movement capability appropriate for application.
- 1. Joint Sealant, Polyurethane: ASTM C920, Type S, Grade NS, Class 50 single-component moisture curing sealant, formulated for compatibility and use in dynamic and static joints; paintable.
 - a. Basis of design product: Tremco, TremSeal Pro.
 - b. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 40 g/L.

- c. Hardness, Shore A, ASTM C661: 40.
 - d. Adhesion to Concrete, ASTM C794: 35 pli.
 - e. Tensile Strength, ASTM D412: 350 psi (2410 kPa).
 - f. Color: Closest match to substrate
- E. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.7 WALKWAYS

- A. Fluid-Applied Walkway Top Coat, Slip-Resistant: Second top coat with broadcast slip-resistant aggregate.
- 1. Color: White.
 - 2. Granular Roofing Surfacing: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve.
 - a. Basis of design product: No 11 Granular Roofing Surfacing
 - b. Aggregate application rate, average: 10

- 15 lb./100 sq. ft PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing roofing substrates, with Installer present, for compliance with requirements and for other conditions affecting application and performance of roof coatings.
- 1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance.
 - 2. Verify compatibility of approved re-coating system with and suitability of substrates.

3. Verify that substrates are visibly dry and free of moisture.
4. Verify that roofing membrane surfaces have adequately aged to enable proper bond with re-coating system base coat.
5. Verify that existing roofing membrane is free of blisters, splits, open laps, indications of shrinkage, and puncture damage or other indications of impending roof system failure.
6. Commencing application of fluid-applied re-coating membrane indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Pollution Control: Comply with environmental regulations of authorities having jurisdiction. Limit spread of dust and debris.
 - 1. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 2. Remove debris from building roof by chute, hoist, or other device that will convey debris to grade.
- B. Shut down air intake equipment in the vicinity of the Work in coordination with the Owner. Cover air intake louvers before proceeding with re-coating work that could affect indoor air quality or activate smoke detectors in the ductwork.
 - 1. Verify that rooftop utilities and service piping affected by the Work have been shut off before commencing Work.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
 - 1. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

3.3 ROOFING COATING PREPARATION

- A. Removal of Wet Insulation: Remove portions of roofing membrane with underlying wet insulation. Remove wet insulation, fill in tear-off areas to match existing insulation and membrane, and prepare patched membrane for application of roof coating specified below.
- B. Repair of Ponding Areas: Repair areas indicated as ponding areas or areas of inadequate drainage by removing roof membrane, adding additional insulation as required to provide minimum slopes

to drain required by roofing rehabilitation coating manufacturer, and replace membrane with material matching existing. Submit photographic report indicating compliance.

c. Membrane Surface Preparation:

1. Remove gravel surfacing from roofing membrane by means of wet vacuum.
2. Remove walkway pads, pavers and accessories from roofing membrane. Discard damaged pavers.
3. Remove blisters, ridges, buckles, roofing membrane fastener buttons projecting above the membrane, and other substrate irregularities from existing roofing membrane that would inhibit application of uniform, waterproof coating.
4. Broom clean existing substrate.

5. Substrate Cleaning: Clean substrate in accordance with requirements of Division 07 Section "Maintenance Cleaning of Membrane Roofing."
 6. Verify that existing substrate is dry before proceeding with application of coating. Spot check substrates with an electrical capacitance moisture-detection meter.
 7. Verify adhesion of new products.
- D. Existing Coping, Flashing and Detail Preparation: Repair flashings, gravel stops, copings, and other roof-related sheet metal and trim elements. Reseal joints, replace loose or missing fasteners, and replace components where required to leave in a watertight condition.
1. Do not damage metal counterflashing's that are to remain. Replace metal counterflashing's damaged during removal with counterflashing's of same metal, weight or thickness, and finish.
 2. Reseal coping joints: Clean, prep and reseal coping joints with TremSeal Pro Caulking
 3. Roof Drains: Remove drain strainer and clamping ring. Grind metal surfaces down to clean, bare, metal.
- E. Surface Priming: Prime surfaces to receive fluid-applied coating as recommended by manufacturer for each substrate material. Apply products at rate recommended by manufacturer.
1. Gravel surfaces do not require primer; metal and plastic surfaces must be primed.
 2. Ensure primer does not puddle and substrate has complete coverage.
 3. Allow to cure completely prior to application of coating.

- F. Membrane Repair: Repair membrane at locations with irregularities using seam sealer mastic and reinforcing fabric.
 - 1. Where size of repair necessitates patching, use ply sheet and adhesive materials specified in this section.

3.4 FLUID-APPLIED FLASHING APPLICATION

- A. Prior to application of the leveling coat, remove embedded gravel and install fluid-applied flashings at drains, scuppers and facias. Apply fluid-applied flashings to curbs, walls and penetrations after leveling coat is applied. Ensure finished application is free of pin holes, voids or openings in the fabric reinforcement.
- B. Fluid-Applied Flashing and Detail Base Coat Application: Complete base coat and fabric reinforcement at parapets, curbs, penetrations, and drains prior to application of field of fluid- applied membrane. Apply base coat in accordance with manufacturer's written instructions.
 - 1. Verify compatibility and pretreatment requirements with coating manufacturer for flashings with existing coatings.

2. Apply base coat on prepared and primed surfaces and spread coating evenly. Extend coating minimum of 8 inches (200 mm) up vertical surfaces and 4 inches (100 mm) onto horizontal surfaces.
3. Back roll to achieve minimum coating thickness as follows, unless additional thickness is recommended by manufacturer; verify thickness of base coat as work progresses.
4. Fabric Reinforcement: Embed fabric reinforcement into wet base coat. Lap adjacent flashing pieces of fabric minimum 3 inches (75 mm) along edges and 6 inches (150 mm) at end laps.
 - a. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
5. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of fabric reinforcement immediately into wet base coat and roll to fully embed and saturate fabric. Reinstall clamping ring and strainer following application of top coat. Replace broken drain ring clamping bolts.
6. Following curing of base coat, sand raised or exposed edges of fabric reinforcement prior to application of subsequent coatings.

3.5 FLUID-APPLIED LEVELING COAT APPLICATION

- A. Prior to application of the leveling coat, remove embedded gravel and install fluid-applied flashings at drains, scuppers and facias. Apply fluid-applied flashings to curbs, walls and penetrations after leveling coat is applied. Ensure finished application is free of pin holes, voids or openings in the fabric reinforcement.
- B. Apply leveling coat to field of roof in accordance with manufacturer's written instructions.

1. Apply to thickness indicated under Part 2 product listing unless greater thickness is recommended by manufacturer.
2. Allow leveling coat to cure before applying fluid base coat.

3.6 FLUID-APPLIED MEMBRANE APPLICATION

- A. Prime leveling coat prior to application of base coat if base coat is not applied within 72 hours following the leveling coat application, using manufacturer's recommended primer.
- B. Fluid-Applied Membrane Base Coat Application: Apply base coat to field of membrane in accordance with manufacturer's written instructions.
 1. Apply base coat on prepared and primed surfaces and spread coating evenly.
 2. Back roll to achieve minimum coating thickness as follows, unless greater thickness is recommended by manufacturer; verify thickness of base coat as work progresses.

3. Fabric Reinforcement: Embed fabric reinforcement into wet base coat. Lap adjacent flashing pieces of fabric minimum 3 inches (75 mm) along edges and 6 inches (150 mm) at end laps.
 - a. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
 4. Following curing of base coat, sand raised or exposed edges of fabric reinforcement prior to application of top coat.
- C. Top Coat Application: Apply top coat to field of membrane and flashings uniformly in a complete, continuous installation.
1. Following curing of base coat and prior to application of top coat, sand raised or exposed edges of fabric reinforcement.
 2. Allow base coat to cure prior to application of top coat.
 3. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
 4. Apply top coat extending coating up vertical surfaces and out onto horizontal surfaces. Install top coat over field base coat and spread coating evenly.
 5. Apply top coat and back roll to achieve not less than minimum coating thickness indicated in Part 2 product listing, unless greater thickness is recommended by manufacturer. Verify application thickness as work progresses.
 6. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.
- D. Joint Sealant: Apply joint sealant at terminations of coating application and in locations required for complete weathertight

application.

3.7 WALKWAY INSTALLATION

- A. Install walkways following application of coating. Locate as indicated, or as directed by Owner.
- B. Slip-Resistant Walkway Top Coat: Apply walkway second top coat following application and curing of top coat. Locate walkways as indicated on Drawings.
 - 1. Mask walkway location with tape.
 - 2. Prime first top coat prior to application of walkway top coat if walkway top coat is not applied within 72 hours of the first top coat application, using manufacturer's recommended primer.
 - 3. Broadcast Slip-Resistant Top Coat Aggregate in wet top coat at rate indicated in Part 2 product listing or as otherwise recommended by coating manufacturer.

- a. Back roll aggregate and top coat creating even dispersal of aggregate. Remove masking immediately.

3.8 FIELD QUALITY CONTROL

- A. Roof Inspection: Engage roofing system manufacturer's technical personnel to inspect roofing installation, and submit report. Notify Owner's Consultant 48 hours in advance of dates and times of inspections. Inspect work as follows:
 - 1. Upon completion of preparation of roof coating substrate, prior to application of coating materials.
 - 2. Following application of coating to flashings and application of base coat to field of roof.
 - 3. Upon completion of coating but prior to re-installation of other roofing components.
- B. Repair fluid-applied membrane where inspections indicate that they do not comply with specified requirements.
- C. Arrange for additional inspections, at Contractor's expense, to verify compliance of replaced or additional work with specified requirements.

3.9 DISPOSAL

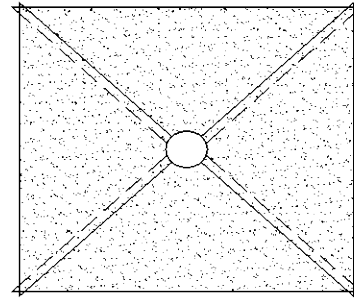
- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 070150.72

DRAIN STRAINER



CUT REINFORCEMENT INTO TRIANGLES AND OVERLAP INTO BOWL.

CLAMPING RING

TRIM EXISTING FLASHINGS TO WHERE BOWL TURNS DOWN. ENSURE NEW FLASHINGS FULLY ENCAPSULATES OLD FLASHINGS.

DECK CLAMP

EXTEND LIQUID APPLIED SYSTEM INTO DRAIN

CAST-IRON DRAIN BOWL

CLEAN TO BRIGHT METAL AND PRIME

LIQUID APPLIED REINFORCED FLASHING (SPUD GRAVEL PRIOR TO INSTALLING NEW REINFORCED FLASHING)

EXISTING INSULATION SUMP

EXISTING ROOF MEMBRANE (GRAVEL NOT SHOWN FOR CLARITY)

LIQUID APPLIED TOP COAT

LIQUID APPLIED BASE COAT

LIQUID APPLIED LEVELING COAT

NOTES

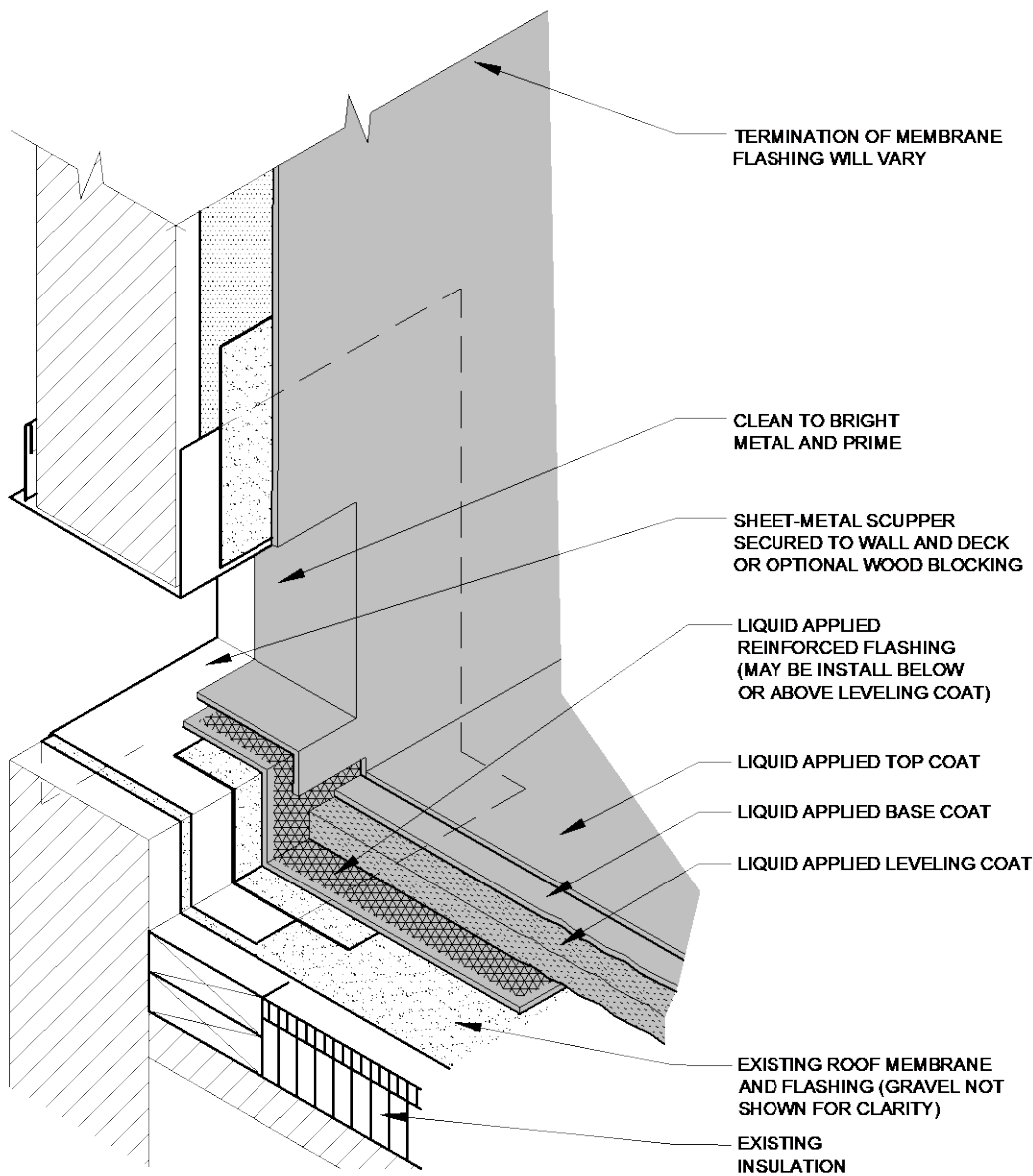
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2. REINFORCEMENT MUST BE FULLY SATURATED OR ENCAPSULATED IN BASE COAT AS DESCRIBED IN SPECIFICATIONS.
3. REMOVE EXISTING FLASHINGS PRIOR TO INSTALLATION OF NEW FLUID APPLIED SYSTEMS.
4. THE EXISTING LOOSE GRAVEL MUST BE REMOVED AND THE ROOF MUST BE REPAIRED PER MANUFACTURER REQUIREMENTS PRIOR TO APPLICATION OF THE LEVELING COAT.

ROOF DRAIN GRAVEL BUR RESTORATION

LA-GR-24

N.T.S.

TREMCO
ROOFING & BUILDING MAINTENANCE



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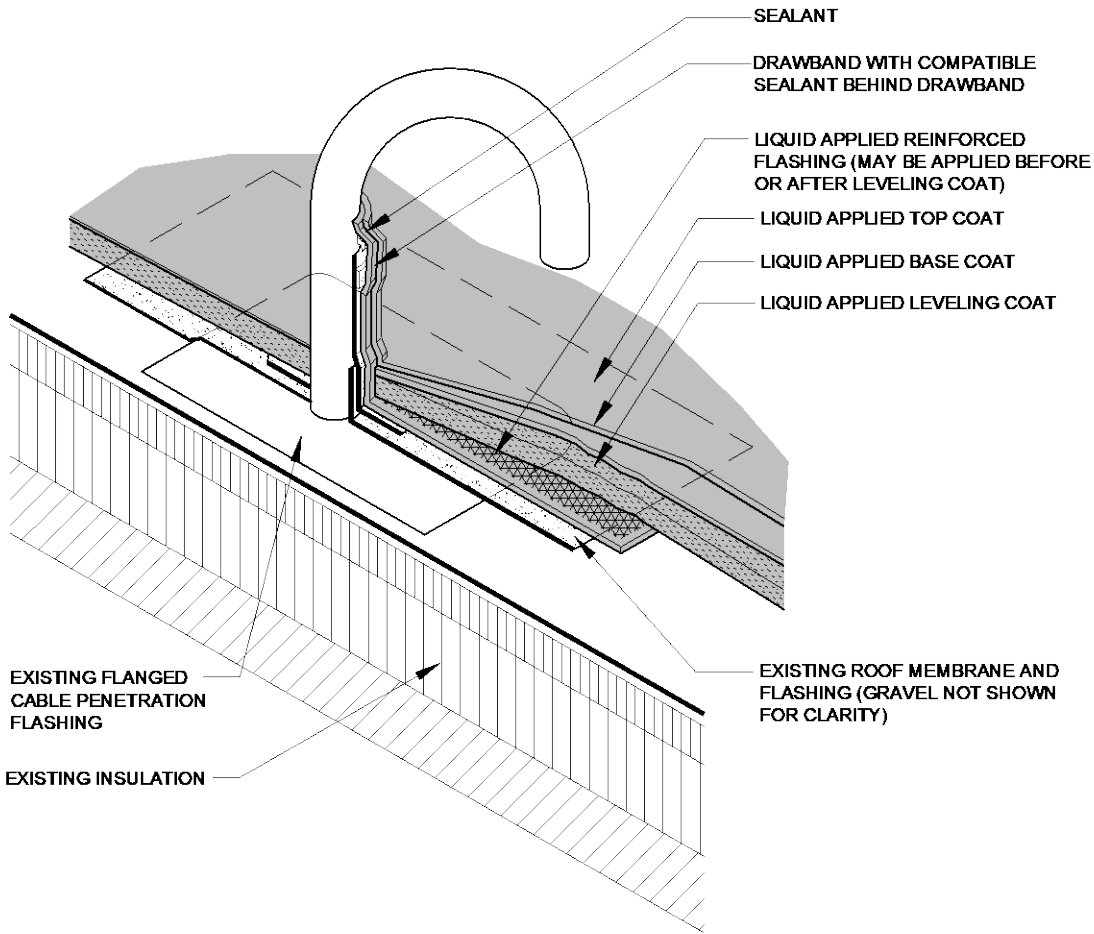
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3. THE EXISTING LOOSE GRAVEL MUST BE REMOVED AND THE ROOF MUST BE REPAIRED PER MANUFACTURER REQUIREMENTS PRIOR TO APPLICATION OF THE LEVELING COAT.

**BASE FLASHING AT OVERFLOW SCUPPER
GRAVEL BUR RESTORATION**

LA-GR-26

N.T.S.





NOTES

1. PRIMING OF THE SUBSTRATE MAY BE REQUIRED, FOLLOW SPECIFICATIONS AND MANUFACTURER RECOMMENDATIONS.
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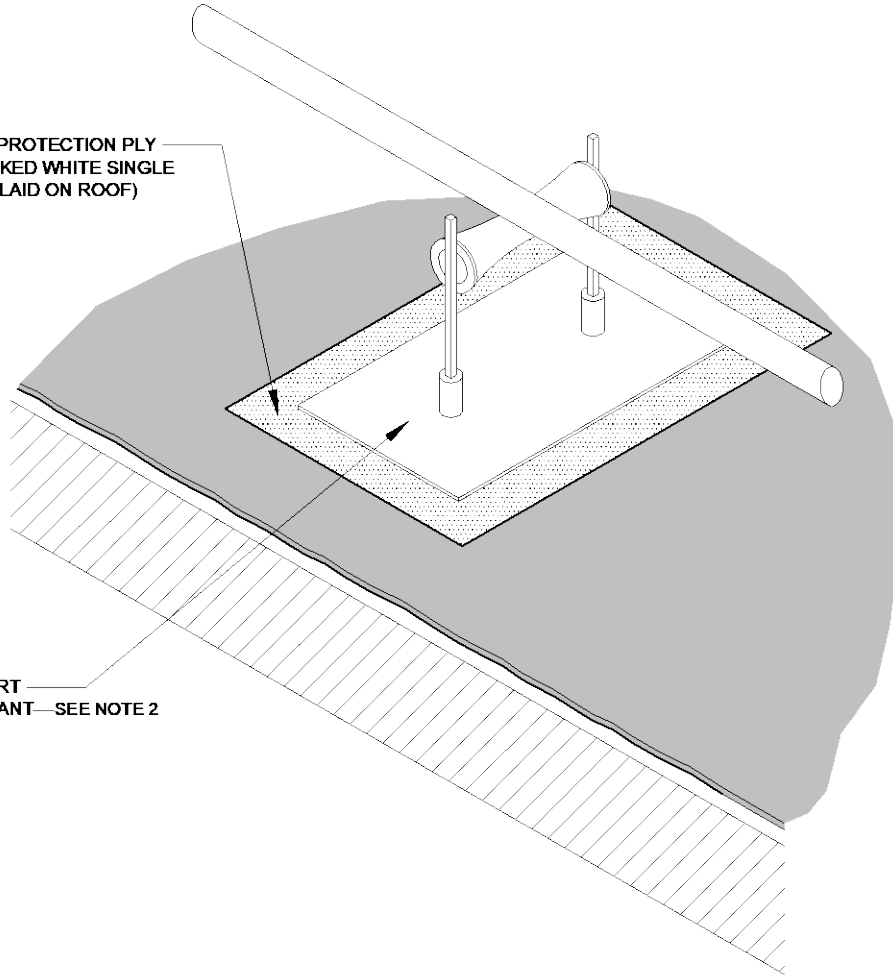
**CABLE PENETRATION
GRAVEL BUR RESTORATION**

LA-GR-22

N.T.S.



MEMBRANE PROTECTION PLY
FLEECE BACKED WHITE SINGLE
PLY (LOOSE LAID ON ROOF)



PIPE SUPPORT
SET IN SEALANT—SEE NOTE 2

NOTES

1. THIS DETAIL IS DESIGNED TO ELIMINATE ROOF DAMAGE DUE TO EXPANSION AND CONTRACTION OF PIPES.
2. PIPE SUPPORT PROFILES VARY. REFER TO THE MANUFACTURER FOR LOAD CAPACITY AND RECOMMENDED SPACING OF SUPPORTS.
3. PRIMING OF THE SUBSTRATE MAY BE REQUIRED, FOLLOW SPECIFICATIONS AND MANUFACTURER RECOMMENDATIONS.
4. REINFORCEMENT MUST BE FULLY SATURATED OR ENCAPSULATED IN BASE COAT AS DESCRIBED IN SPECIFICATIONS.
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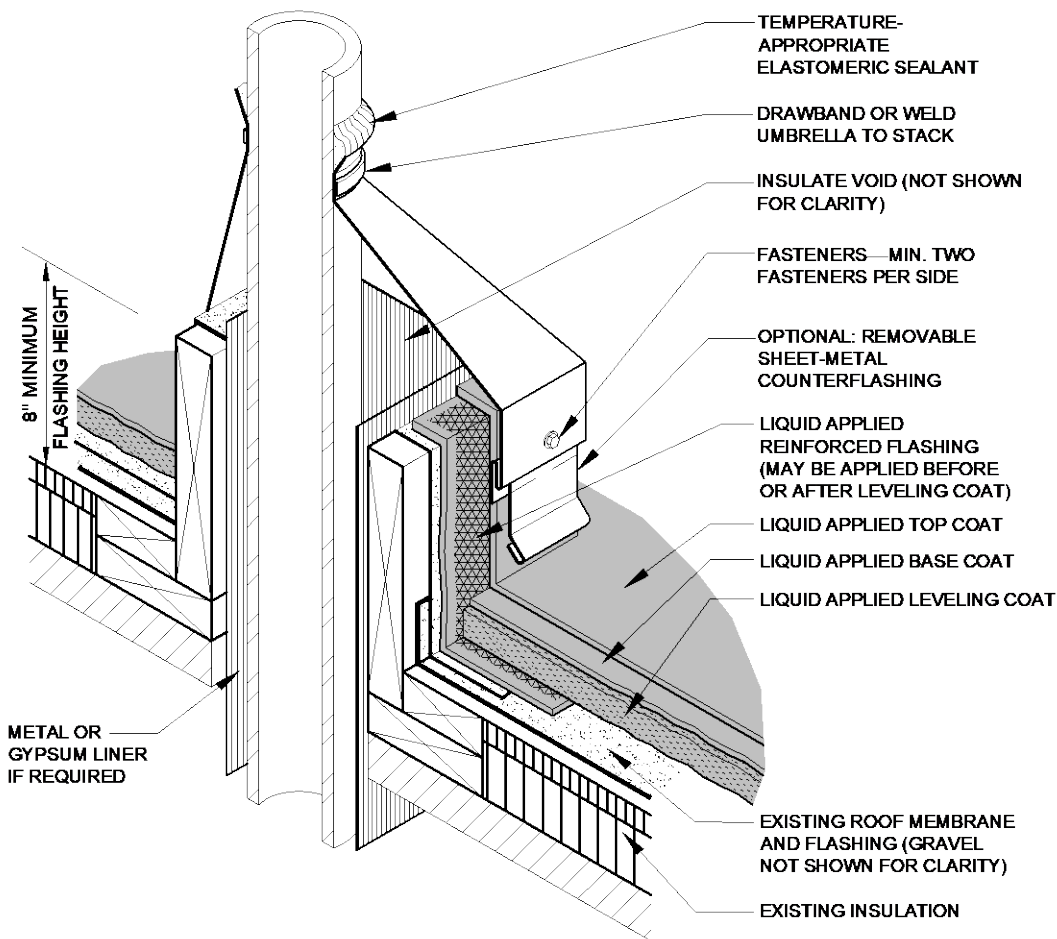
**PIPE SUPPORT
GRAVEL BUR RESTORATION**
LA-GR-21A

N.T.S.

TREMCO
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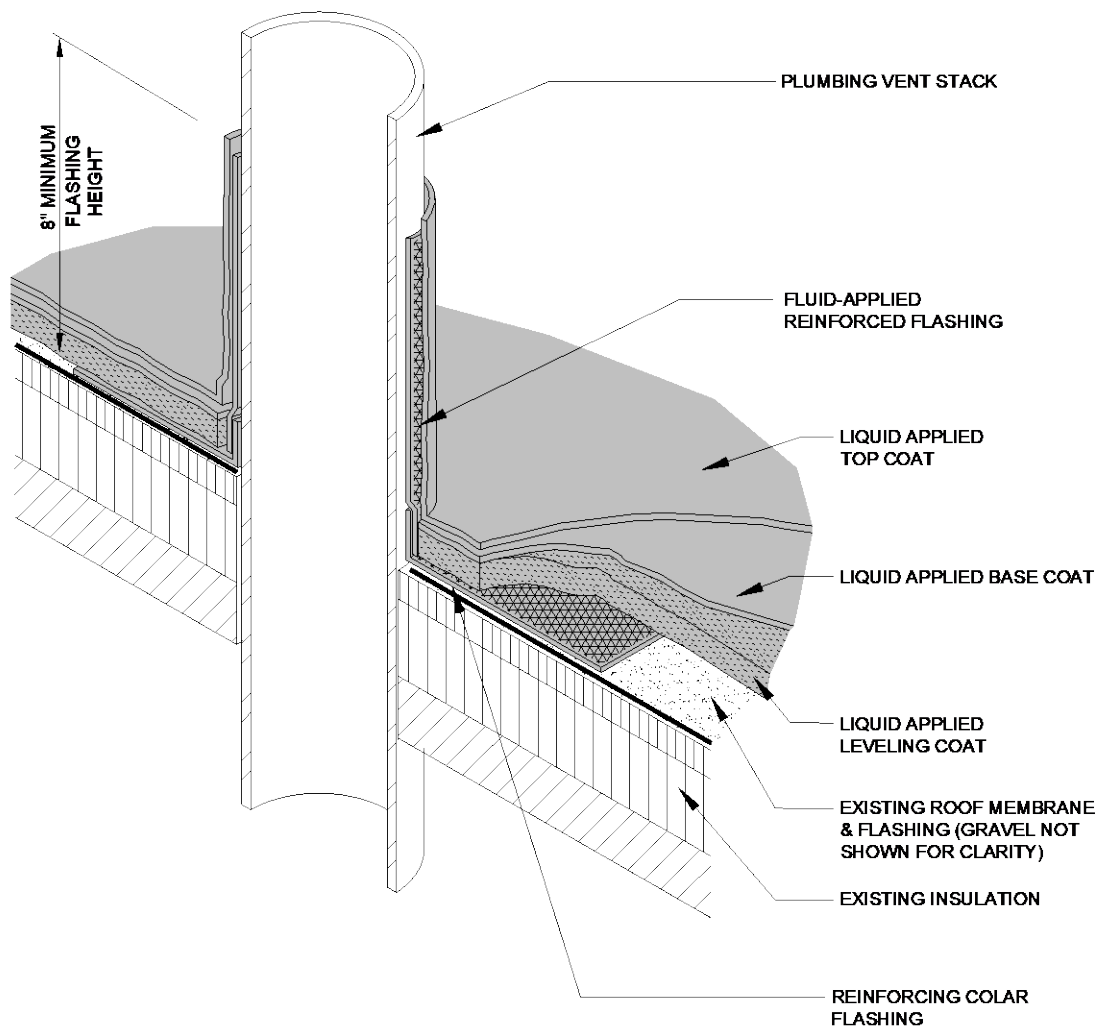
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BASE FLASHING AT STACK VENT WITH CURB [HOT OR COLD] GRAVEL BUR RESTORATION

LA-GR-17

N.T.S.

TREMCO
ROOFING & BUILDING MAINTENANCE



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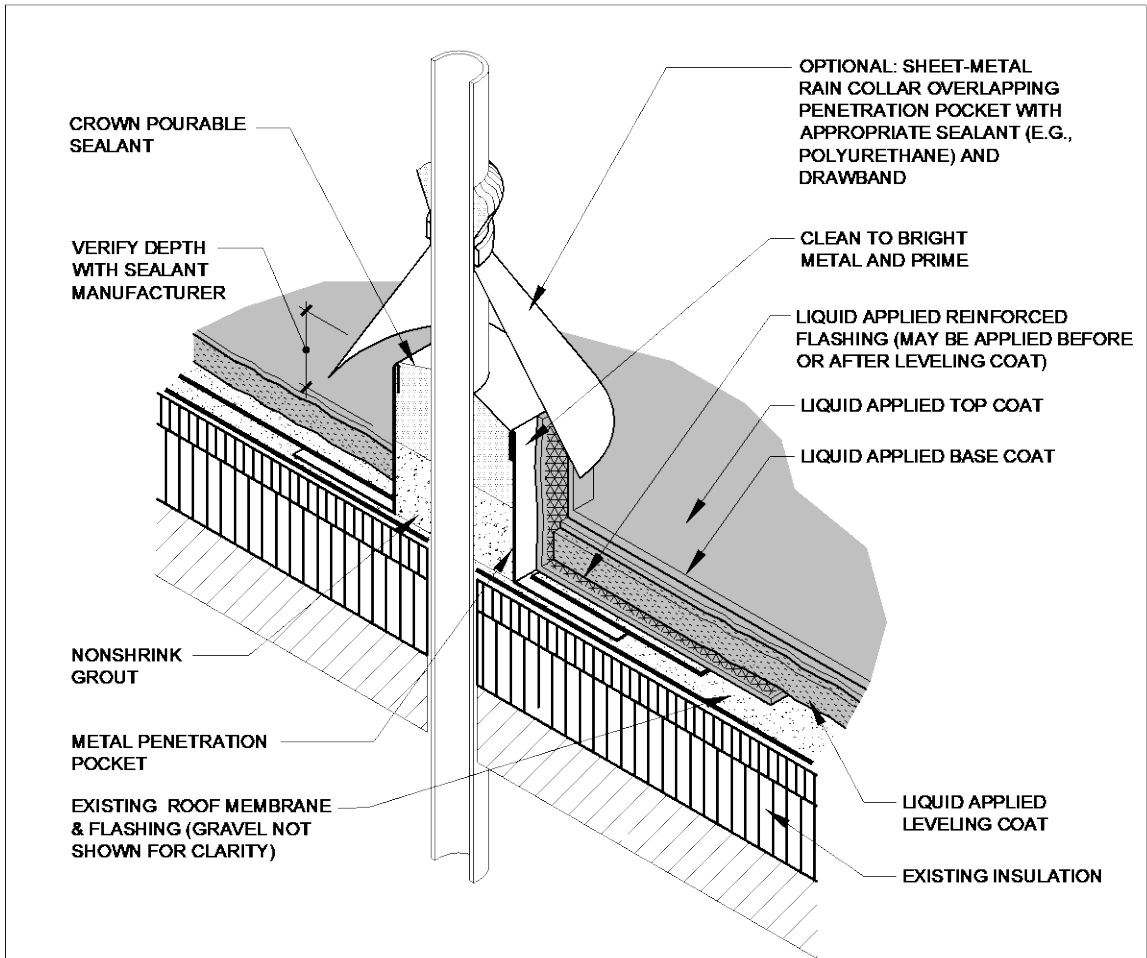
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**PLUMBING VENT OR PIPE PENETRATION
GRAVEL BUR RESTORATION**

LA-GR-19

N.T.S.





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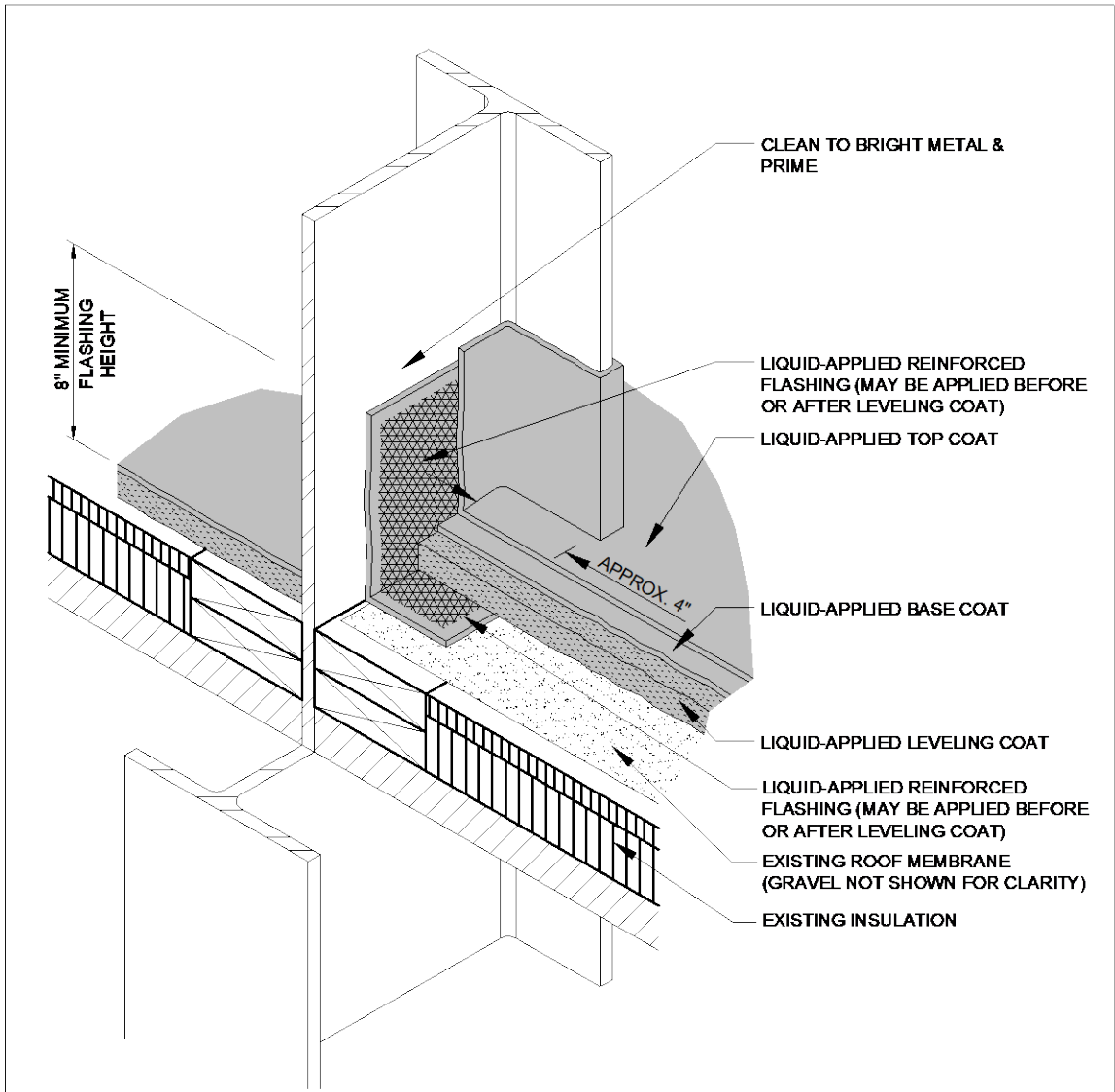
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MEMBRANE-COATED METAL PENETRATION POCKET — SINGLE PENETRATION GRAVEL BUR RESTORATION

LA-GR-20

N.T.S.

TREMCO
ROOFING & BUILDING MAINTENANCE



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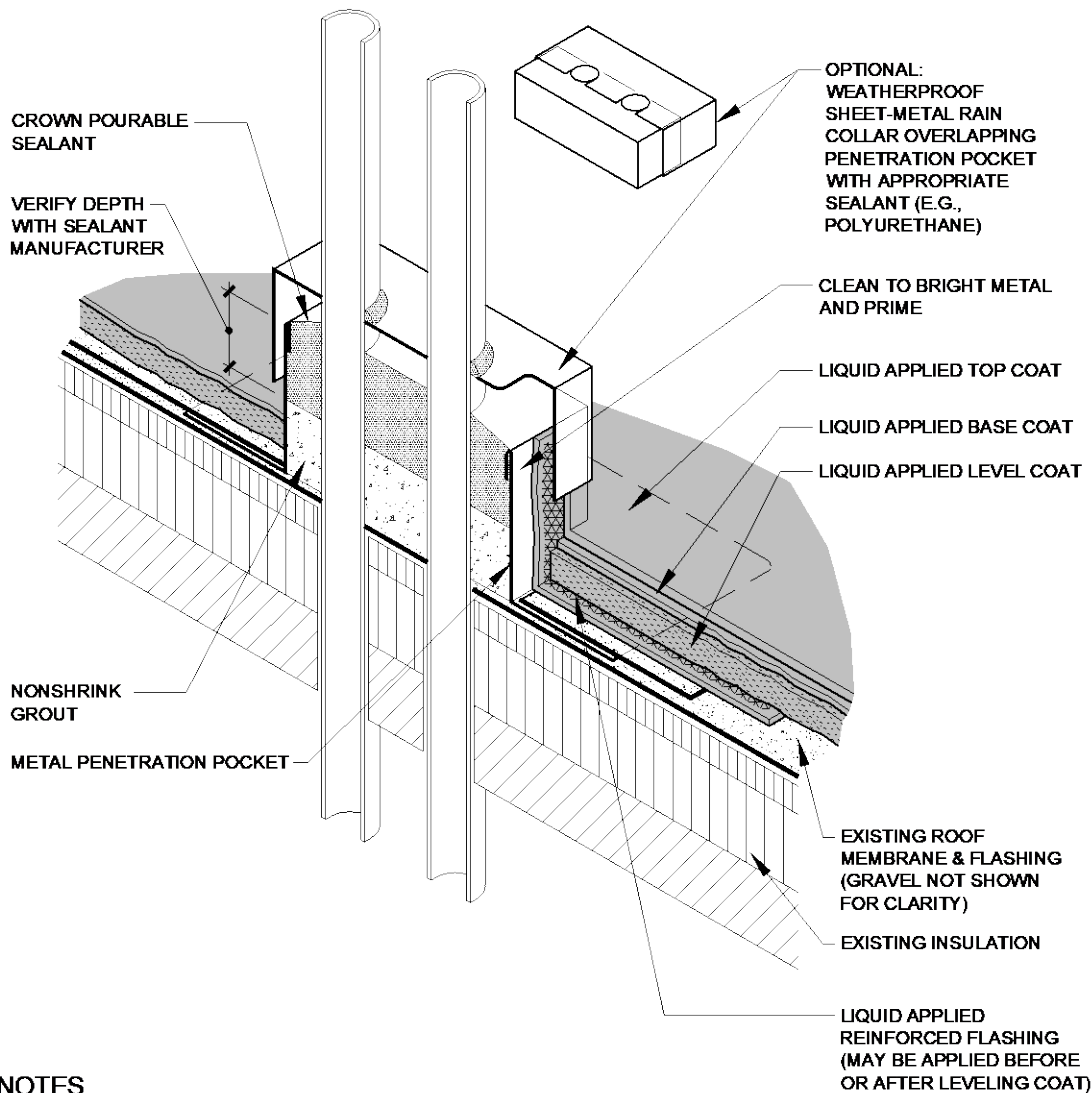
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**STRUCTURAL ROOF
MEMBER THROUGH ROOF DECK
GRAVEL BUR RESTORATION**

LA-GR-14

N.T.S.





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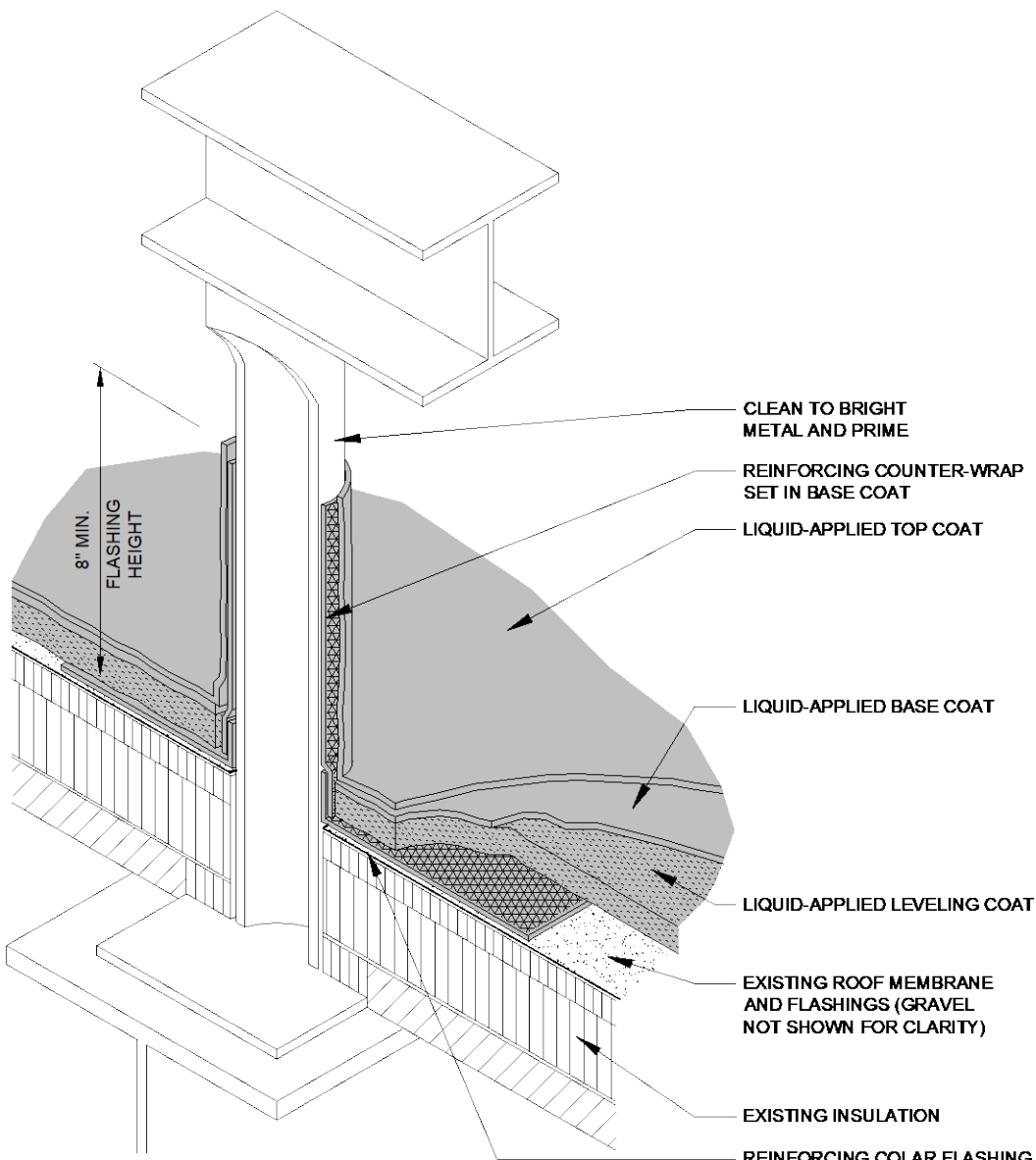
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3. THE EXISTING LOOSE GRAVEL MUST BE REMOVED AND THE ROOF MUST BE REPAIRED PER MANUFACTURER REQUIREMENTS PRIOR TO APPLICATION OF THE LEVELING COAT.

MEMBRANE-COATED METAL PENETRATION POCKET — MULTIPLE PENETRATION GRAVEL BUR RESTORATION

LA-GR-20A

N.T.S.

TREMCO
ROOFING & BUILDING MAINTENANCE



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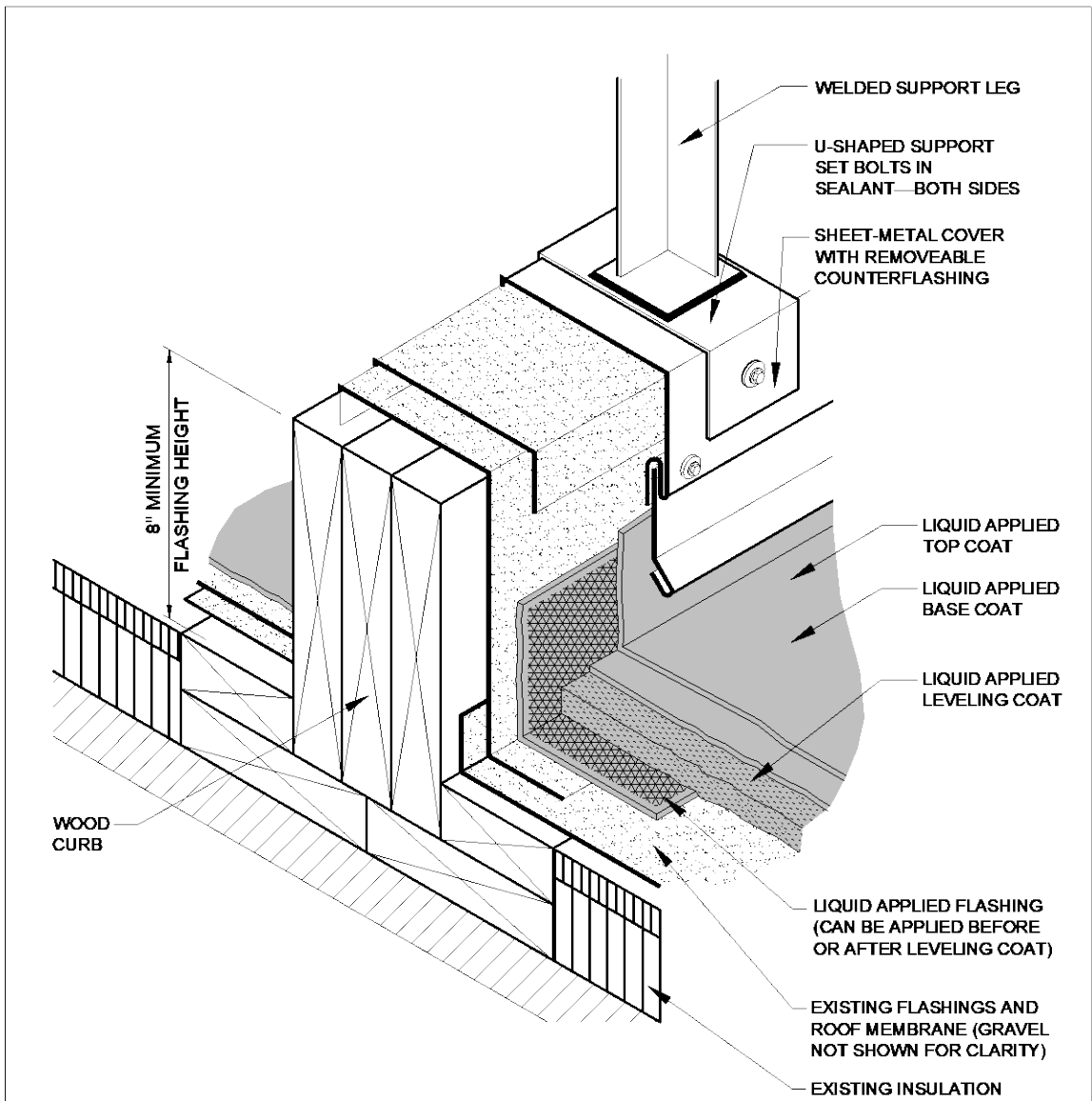
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3. THE EXISTING LOOSE GRAVEL MUST BE REMOVED AND THE ROOF MUST BE REPAIRED PER MANUFACTURER REQUIREMENTS PRIOR TO APPLICATION OF THE LEVELING COAT.

**EQUIPMENT SUPPORT STAND LEG
GRAVEL BUR RESTORATION**

LA-GR-11

N.T.S.





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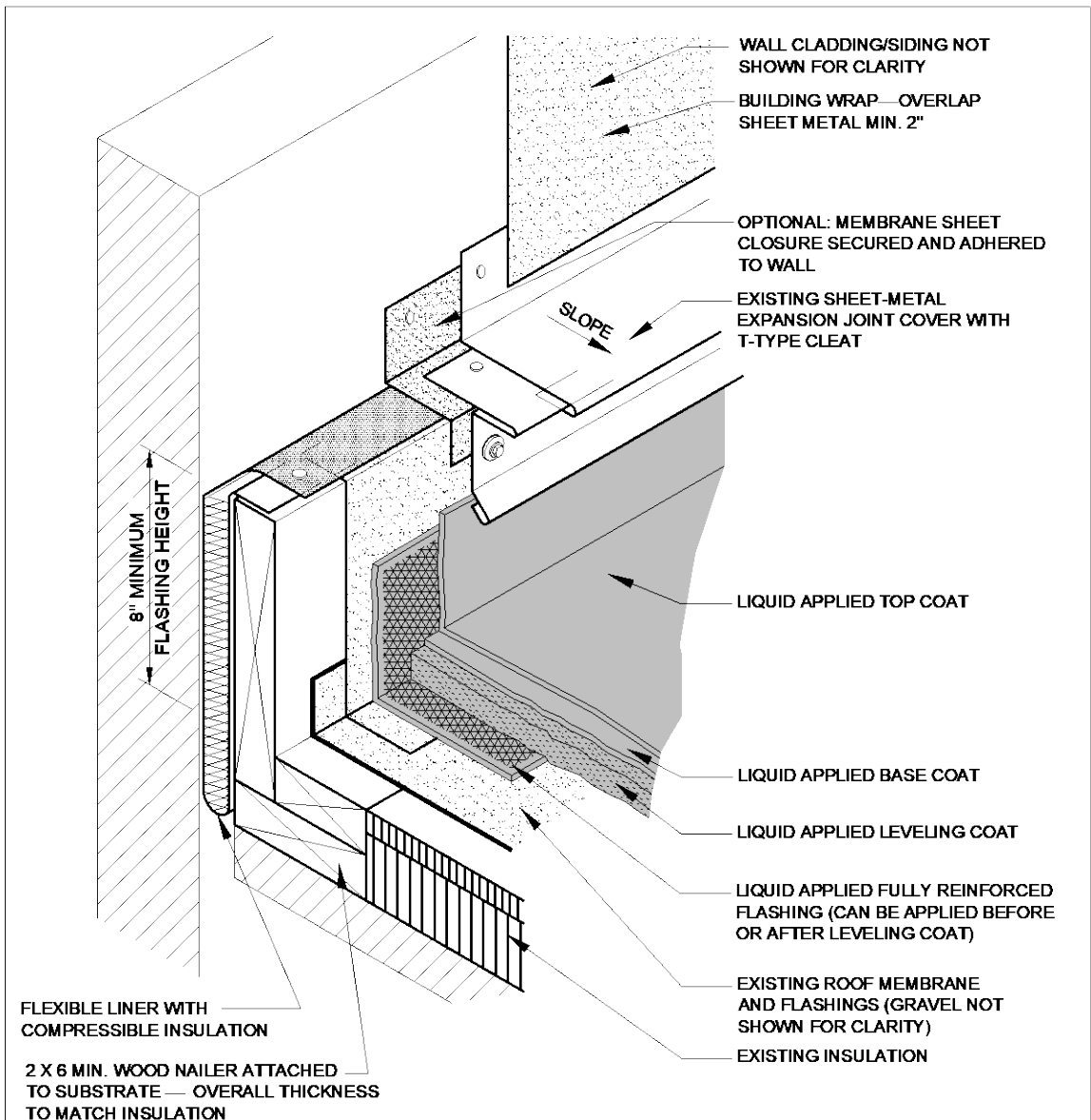
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**BASE FLASHING AT LIGHTWEIGHT
EQUIPMENT SUPPORT CURB
GRAVEL BUR RESTORATION**

LA-GR-10

N.T.S.





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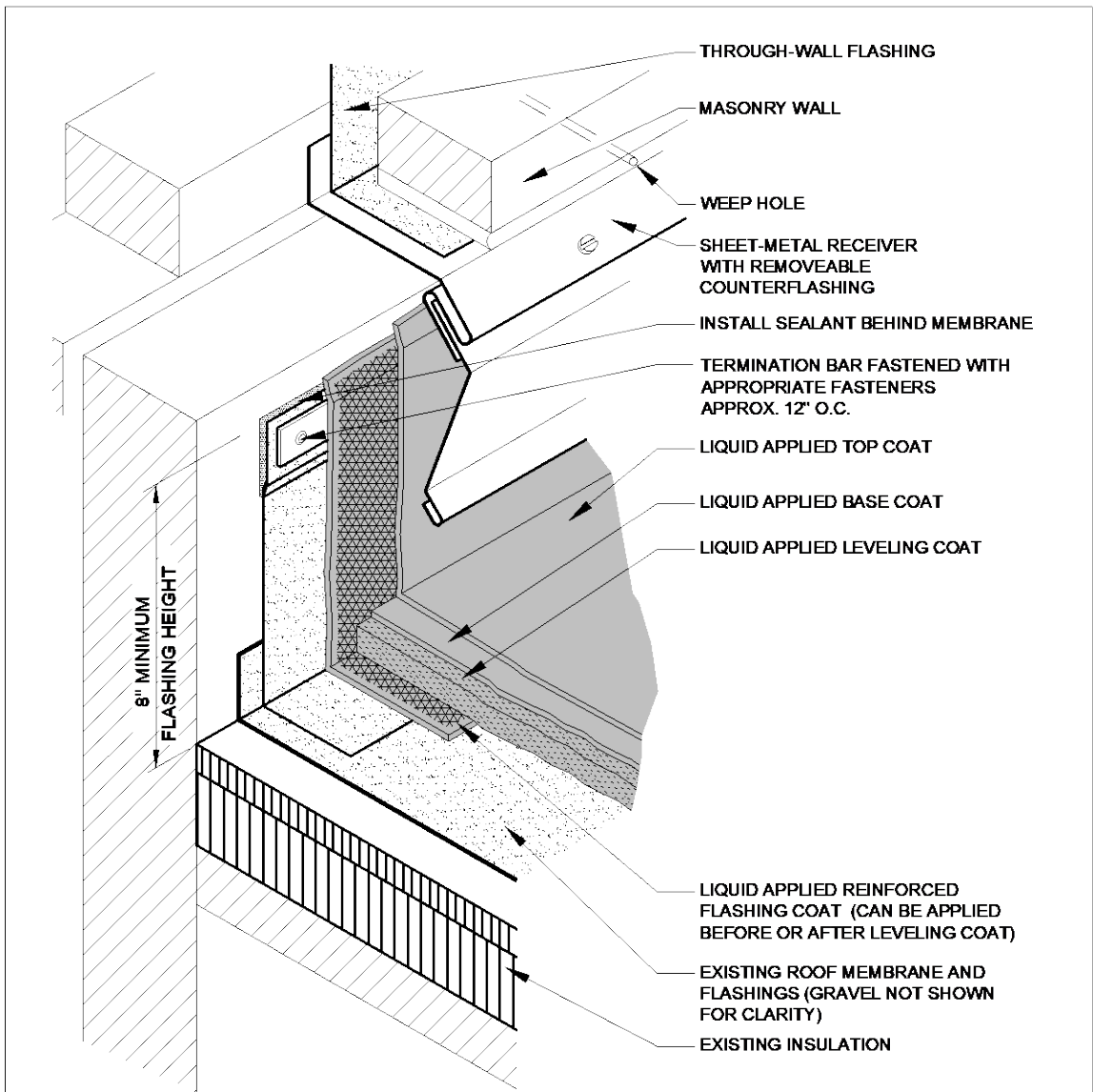
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3. THE EXISTING LOOSE GRAVEL MUST BE REMOVED AND THE ROOF MUST BE REPAIRED PER MANUFACTURER REQUIREMENTS PRIOR TO APPLICATION OF THE LEVELING COAT.

BASE FLASHING AT
 ROOF-TO-WALL EXPANSION JOINT
 GRAVEL BUR RESTORATION

LA-GR-07

N.T.S.





NOTES

1. PRIMING OF THE SUBSTRATE MAY BE REQUIRED, FOLLOW SPECIFICATIONS AND MANUFACTURER RECOMMENDATIONS.
2. REINFORCEMENT MUST BE FULLY SATURATED OR ENCAPSULATED IN BASE COAT AS DESCRIBED IN SPECIFICATIONS.
3. THE EXISTING LOOSE GRAVEL MUST BE REMOVED AND THE ROOF MUST BE REPAIRED PER MANUFACTURER REQUIREMENTS PRIOR TO APPLICATION OF THE LEVELING COAT.

BASE FLASHING WITH TWO-PIECE SHEET-METAL COUNTERFLASHING GRAVEL BUR RESTORATION

LA-GR-6

N.T.S.



SECTION 099653 - ELASTOMERIC WALL COATINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and application of elastomeric coatings to the following exterior vertical substrates:
 - 1. Stucco Coating at upper and lower roof sections.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.3 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Quantity: Furnish an additional 1 gal. of each material, color, and texture applied.

1.4 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Owner will select one surface to represent surfaces and conditions for application of each paint system.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.

3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.6 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 90 deg F unless otherwise permitted by manufacturer's written instructions.
- B. Do not apply coatings in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces not in compliance with requirements in Article 3.1 Examination.
- C. Allow wet surfaces to dry thoroughly and attain temperature and conditions specified before starting or continuing coating operation.

PART 2 - PRODUCTS

2.1 EXTERIOR WATERBORNE, PIGMENTED ACRYLIC ELASTOMERIC COATINGS

- A. Coatings, General: Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 1. For each coat in a paint system, products shall be recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Acrylic Coating, Elastomeric: High-solids breathable acrylic polymer coating formulated for use on masonry, EIFS, stucco and metal substrates.
 - 1. Basis of design product: Tremco, **SolarGard Hy-Build**.
 - 2. Tensile Strength at 77 deg. F, (25 deg. C): 375 psi (2585 kPa).
 - 3. Tear Resistance, ASTM D522: 135 lbf/in (23 kN/m).
 - 4. Elongation at 77 deg. F, (25 deg. C) ASTM D2370: 200 percent.

5. Flexibility at -15 deg F (-26 deg C), ASTM D522: Pass 1/2-inch mandrel bend.
 6. Solids by volume, minimum ASTM D5201): 50 percent.
 7. Water Vapor Permeance, ASTM E96: 12 perms.
 8. Color: To be selected by Owner from standard Color Chart.
 9. Wall Applications: 2 Coat application
 - a. Minimum Thickness, **24 mils wet per coat.**
- c. Primer, Masonry: Acrylic primer formulated for use on masonry, EIFS, stucco, and other cementitious surfaces, and wood.
1. Basis of design product: Tremco, **Solargard Masonry Primer.**

2. Flexibility at -15 deg F (-26 deg C), ASTM D1737: Pass 1/8-inch mandrel bend.
3. Solids by volume, percent: 40 percent.
4. VOC: 62 g/L.

2.2 ACCESSORY MATERIALS

- A. Crack Fillers: Elastomeric coating manufacturer's recommended, factory-formulated crack fillers or sealants, including crack filler primers, compatible with substrate and other materials indicated.
- B. Concrete Unit Masonry Block Filler: Elastomeric coating manufacturer's recommended, factory-formulated, high-performance latex block filler compatible with substrate and other materials indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with manufacturer's requirements for maximum moisture content, alkalinity, and other conditions affecting performance of work.
- B. Begin coating only when moisture content of substrate is 12 percent or less when measured with an electronic moisture meter.
- C. Begin coating no sooner than 28 days after substrate is constructed and is visually dry on both sides.
- D. Verify that substrate is within the range of alkalinity recommended by manufacturer.
- E. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

- F. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in the "MPI Architectural Painting Specification Manual" applicable to substrates and coating systems indicated.
- B. Remove hardware and hardware accessories, plates, machined surfaces, light fixtures, and similar items already installed that are not to be coated. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and coating.

1. After completing coating operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of coatings, including dirt, oil, grease, and incompatible paints and encapsulants. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
1. Remove incompatible primers and reprime substrate with compatible primers as required to produce coating systems indicated.
 2. Perform cleaning and coating application so dust and other contaminants from cleaning process will not fall on wet, newly coated surfaces.
- D. Crack Repair: Fill cracks according to manufacturer's written instructions before coating surfaces.

3.3 APPLICATION

- A. Apply elastomeric coatings according to manufacturer's written instructions.
1. Use equipment and techniques best suited for substrate and type of material being applied.
 2. Coat surfaces behind movable items the same as similar exposed surfaces.
 3. Apply each coat separately according to manufacturer's written instructions.
- B. Primers: Apply at a rate to ensure complete coverage.
- C. Elastomeric Finish Coat: Apply in number and thickness of coats indicated in Part 2 product listing.

- D. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform finish, color, and appearance.
- E. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- F. Apply coatings to prepared surfaces as soon as practicable after preparation and before subsequent surface soiling or deterioration.
- G. Spray Application: Use spray equipment for application only when permitted by authorities having jurisdiction. Wherever spray application is used, do not double back with spray equipment to build up film thickness of two coats in one pass.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities, touch up and restore damaged or defaced coated surfaces.

3.5 ELASTOMERIC COATING SCHEDULE

- A. Stucco Substrates:
 - 1. Elastomeric Coating System:
 - a. Prime Coat: As recommended in writing by topcoat manufacturer.
 - b. Topcoat: Elastomeric, pigmented, exterior, water-based coating.

END OF SECTION 099653



**Replacement Specification
for:**

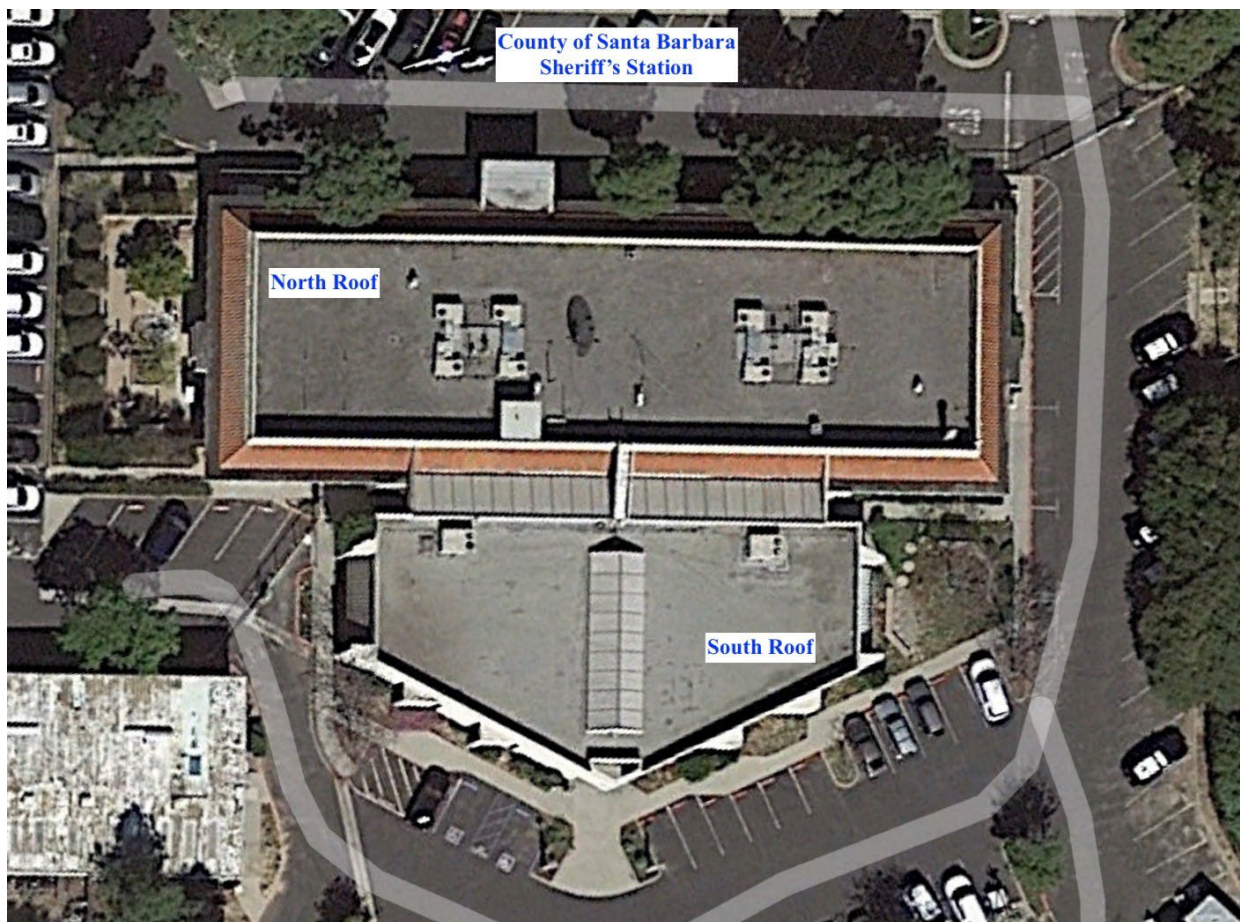
**County of Santa
Barbara**

**Santa Barbara Sheriff's
Station**

4434 Calle Real, Santa Barbara 93110., CA

June 20, 2023

Upper North Roof Specifications



SECTION 075416 - KETONE ETHYLENE ESTER (KEE) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Adhered thermoplastic KEE roofing system on lightweight insulating concrete overlay over concrete deck, including:
 2. Base sheet.
 3. Roof insulation; see core info. below.
 4. Roof insulation cover board.
 5. Walkway material.
 6. Roofing at existing equipment curbs.
 7. Contractor is to roof-in County provided and installed metal curb at designated HVAC unit, on the east side of the roof. Confirm location with County before proceeding.
 8. Wall coating: see section 099653 - *ELASTOMERIC WALL COATINGS*
 9. Reuse existing metal wall flashings. Resealing of existing coping joints and metal flashing laps.

B. Core information (Note: Contractors are responsible for verifying all dimensions and roof core samples):

a. **Core**

- 1) Concrete deck with lightweight overlay
- 2) .5" Wood fiber coverboard
- 3) (2) hot asphalt built up roofs with gravel surfacing
- 4) 1.5" total depth down to light weight

C. Unit Prices: Refer to Division 01 Section "Unit Prices" for description of Work in this Section affected by unit prices.

1.2 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 "Standard Terminology Relating to Roofing and Waterproofing" and glossary in applicable edition of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" for definition of terms related to roofing work in this Section.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Roofing Conference: Conduct conference at Project site.

1. Meet with Owner, Owner's Consultant, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 2. Review drawings and specifications.
 3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 5. Examine substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 6. Review structural loading limitations of roof deck during and after roofing.
 7. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 8. Review governing regulations and requirements for insurance and certificates if applicable.
 9. Review temporary protection requirements for roofing system during and after installation.
 10. Review roof observation and repair procedures after roofing installation.
- 1.4 ACTION SUBMITTALS
- A. Product Data: For each type of product indicated.
- 1.5 INFORMATIONAL SUBMITTALS
- A. Contractor's Product Certificate: Submit certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
 - B. Qualification Data: For Installer, Manufacturer and Roofing Inspector.
 1. Include letter from Manufacturer written for this Project indicating approval of Installer.
 - C. Warranties: Unexecuted sample copies of special warranties.

- D. Inspection Reports: Reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions taken to correct defective work.
 - 1. Submit reports within 48 hours after inspection

1.6 CLOSEOUT SUBMITTALS

- A. Executed copies of warranties.
- B. Maintenance Data: To include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of five years' experience installing products comparable to those specified, able to communicate verbally with Contractor, Owner's Consultant, and employees, and qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
- B. Manufacturer Qualifications: Approved manufacturer listed in this Section, UL listed for roofing systems comparable to that specified for this Project, with minimum five years' experience in manufacture of thermoplastic roof membrane products in successful use in similar applications.
- C. Roofing Inspector Qualifications: A technical representative of manufacturer and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:
 - 1. An authorized full-time technical employee of the manufacturer.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site access to manufacturer's written recommendations and instructions for installation of products.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with

other components.

- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.9 PROJECT / FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Daily Protection: Coordinate installation of roofing so insulation and other components of roofing system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing and insulation with a course of roofing sheet securely in place with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing.
 - 3. Remove temporary plugs from roof drains at end of each day.
 - 4. Remove and discard temporary seals before beginning work on adjoining roofing.

1.10 WARRANTY

- C. Manufacturer's Warranty: Roof System Manufacturer's standard form in which Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within warranty period, as follows.
1. Form of Warranty: Manufacturer's standard warranty form.
 2. Scope of Warranty: Work of this Section and including sheet metal details and termination details installed by the roof system Installer and approved by the Roof System Manufacturer.
 3. Warranty Period: 20 years from date of completion.
- D. Manufacturer Inspection Services: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's inspections is included in the Contract Sum.
1. Inspections to occur in following years: 2, 5, 10 and 15, following completion.
- E. Installer Warranty: Installer's warranty signed by Installer, as follows.
1. Form of Warranty: Form acceptable to Roofing Manufacturer and Owner.
 2. Scope of Warranty: Work of this Section.
 3. Warranty Period: 2 years from date of completion.

MANUFACTURERS

Basis of Design: The roof system specified in this Section is based upon products of Tremco CPG Inc, Beachwood, OH, (800) 562-2728, www.tremcoroofing.com that are named in other Part 2 articles. Provide specified products.

1. Local Rep: Daniel Gilday dgilday@tremcoinc.com

Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

PERFORMANCE REQUIREMENTS

General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.

1. Accelerated Weathering: Roofing system shall withstand 10,000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746/D3746M, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.

Flashings and Fastening: Provide base flashings, perimeter flashings, detail flashings and component materials and installation techniques that comply with requirements and recommendations of the following:

1. FM Global 1-49: Loss Prevention Data Sheet for Perimeter Flashings.
2. FM Global 1-29: Loss Prevention Data Sheet for Above Deck Roof Components.
3. NRCA Roofing Manual (Sixth Edition) for construction details and recommendations.
4. SMACNA Architectural Sheet Metal Manual (Seventh Edition) for construction details.

Exterior Fire-Test Exposure: ASTM E108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.

Energy Performance: Roofing system shall have an initial solar reflectance index of not less than 0.70 and an emissivity of not less than 0.75 when tested according to CRRC-1.

MATERIALS, GENERAL

Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

BASE SHEET MATERIALS

Base Sheet:

1. SBS-modified asphalt coated composite polyester / fiberglass/fiberglass mat reinforced high tensile strength base sheet, ASTM D4601 Type II.
 - a. Basis of design product: Tremco, BURmastic Composite Ply HT.

- b. Tensile Strength at 77 deg. F (25 deg. C), minimum, ASTM D5147: Machine direction, 165 lbf/in (725 N); Cross machine direction, 150 lbf/in (660 N).
- c. Tear Strength at 77 deg. F (25 deg. C), minimum, ASTM D5147: Machine direction, 260 lbf (1150 N); Cross machine direction, 230 lbf (1120 N).
- d. Thickness, minimum, ASTM D5147: 0.060 inch (1.5 mm).

THERMOPLASTIC MEMBRANE MATERIALS

KEE Roof Membrane:

1. Thermoplastic Ketone Ethylene Ester (KEE) coated polyester fabric-reinforced fleece- backed sheet, ASTM D6754.
 - a. Basis of design product: Tremco, **TremPly KEE FB Single Ply Roof Membrane.**
 - b. Breaking Strength, minimum, ASTM D751: Machine direction, 500 lbf (87 kN/m); Cross machine direction 400 lbf (70 kN/m).
 - c. Tear Strength, minimum, ASTM D751: Machine direction, 125 lbf (22 kN/m); Cross machine direction (145 lbf (25 kN/m).
 - d. Elongation at Break, ASTM D751: 20 percent.
 - e. Dynamic Impact/Puncture Resistance, ASTM D5635: Pass.
 - f. Minimum Membrane Thickness, nominal, less backing, ASTM D751: **45 mils**
 - g. Thickness over fiber, optical method: 0.016 inches.
 - h. Accelerated Weathering, ASTM G155 and ASTM G154: Not greater than 5,000 hr., no cracking or crazing.
 - i. Abrasion Resistance, ASTM D3389: Not greater than 2,000 cycles, H-18-wheel, 1,000 g load.
 - j. Color: White.**
 - k. Solar Reflectance Index (SRI), ASTM E1980: 110 (White, initial), 86 (White, 3-yr aged).

Sheet Flashing: Manufacturer's standard, smooth-backed, sheet flashing of same material, type, reinforcement, thickness and color as KEE roof membrane.

AUXILIARY ROOFING MATERIALS

General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

Membrane Bonding Adhesive:

1. Bonding adhesive, waterborne low-VOC, for bonding KEE fleece-backed single ply membranes and flashings to substrates.
 - a. Basis of design product: Tremco, **TremPly KEE FB WBII Bonding Adhesive.**
 - b. VOC, maximum, ASTM D3960: 153 g/L.

Flashing Membrane Adhesive:

1. Per manufactures recommendation for smooth backed sheets.

Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8-inch-thick; with anchors.

Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion- resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to membrane roofing system manufacturer.

1. Base Sheet Fasteners: As approved by roof membrane manufacturer

Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.

Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

ROOF INSULATION MATERIALS

General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from insulation manufacturer's standard sizes, suitable for application, and of thicknesses indicated.

1. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/8 inch per 12 inches (1:96) unless otherwise indicated.
 2. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated, not less than two times the roof slope.
- B. Roof Insulation: Provide roof insulation product in thicknesses indicated in Part 3 as follows:
1. Polyisocyanurate board insulation, ASTM C 1289 Type II Class 1 CFC- and HCFC- free, with recycled content glass-fiber mat facer on both major surfaces.
 - a. Basis of design product: Tremco, **Trisotech**.
 - b. Compressive Strength, ASTM C1621: Grade 2: 20 psi (138 kPa).
 - c. **Total Thickness: See taper layout attached**
 1. d. Conditioned Thermal Resistance at 75 deg. F (24 deg. C): 14.4 at 2.5 inches (50.8 mm) thick.

2.8 ROOF INSULATION ACCESSORIES

A. Cover Board:

1. Gypsum panel, glass-mat-faced, primed, ASTM C1177/C1177M.
 - a. Basis of design product: **Tremco/GP Gypsum Dens Deck Prime**.
 - b. **Thickness: 1/4 inch**

B. Roof Insulation Adhesive:

1. Urethane adhesive, bead-applied, low-rise two-component solvent-free low odor, formulated to adhere roof insulation to substrate.
 - a. Basis of design product: Tremco, **Low Rise Foam Insulation Adhesive**.
 - b. Flame Spread Index, ASTM E84: 10.
 - c. Smoke Developed Index, ASTM E84: 30.

- d. Volatile Organic Compounds (VOC), maximum, ASTM D3960: 0 g/L.
 - e. Tensile Strength, minimum, ASTM D412: 250 psi (1720 kPa).
 - f. Peel Adhesion, minimum, ASTM D903: 17 lbf/in (2.50 kN/m).
 - g. Flexibility, 70 deg. F (39 deg. C), ASTM D816: Pass.
- C. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- D. Tapered Edge Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- E. Substrate Joint Tape: 6- or 8-inch- wide, coated, glass fiber.
- F. Insulation Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- G. Walkway / Protection Mat Material:
- 1. Walkway roll, reinforced KEE membrane roll with serrated slip-resistant surface, fabricated for heat welding to compatible KEE membrane surface.
 - a. Basis of design product: Tremco, TremPly KEE Walkway Roll.
 - b. Roll Size: 30 inches by 50 ft (760 mm by 15.2 m).
 - c. Thickness: 0.047 inch (0.6 mm).
 - d. Breaking strength: 56 lbs. (9.8 kN/m).
 - e. Color: Gray.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
- 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 - 2. Lightweight Insulating Concrete Roof Deck: Verify that deck is sound and dry and securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch out of plane relative to adjoining deck.

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

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- D. Prime surface of concrete deck with manufacturer's recommended primer at manufacturer's recommended application rate.

3.3 INSTALLATION, GENERAL

- A. Install roofing system in accordance with manufacturer's written instructions and approved details.
- B. NRCA Installation Details: Install roofing system in accordance with applicable NRCA Manual Plates and NRCA recommendations; modify as required to comply with manufacturer's approved details and perimeter fastening requirements of FM Global references if applicable.

3.4 BASE SHEET INSTALLATION

- A. Loosely lay lapping edges and ends a minimum of 2 inches and 6 inches respectively.
- B. Install lapped base-sheet course, extending sheet over and terminating beyond cants. Attach base sheet as follows:
 - 1. Mechanically fasten to substrate using approved LWIC fasteners.

3.5 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Tapered Insulation and Crickets: Install tapered insulation under area of roofing to conform to slopes indicated.

1. Where crickets are indicated or required to provide positive slope to drain, make slope of cricket's minimum of two times the roof slope, not less than 1/4 inch in 12 inches (1:48).
 - D. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
 1. Insulation Drain Sumps: Tapered insulation sumps, not less than 2 by 2 ft, sloped to roof drain; sump to maximum depth of not more than 1 inch less than the Project-stipulated continuous insulation thickness based upon code requirements.
 - E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
 - F. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
 - G. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
 1. Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
 - H. Cover Boards: Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together.
 1. Secure cover boards to resist uplift pressure at corners, perimeter, and field of roof.
 2. Adhere cover boards by setting in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining cover board in place.
- 3.6 ADHERED MEMBRANE ROOFING INSTALLATION
- A. Adhere membrane roofing over area to receive roofing and install according to membrane roofing system manufacturer's written instructions.
 - B. Start installation of membrane roofing in presence of membrane roofing system manufacturer's technical personnel.
 - C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

- D. Water-Based Bonding Adhesive: Apply to substrate at rate required by manufacturer. Install membrane immediately into adhesive, avoiding any air entrapment; do not allow adhesive to dry. Roll membrane into wet adhesive. Do not apply adhesive to splice area of membrane.
- E. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- F. Welded Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.
 - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 - 3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.
- G. Spread sealant bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.

3.7 BASE FLASHING INSTALLATION

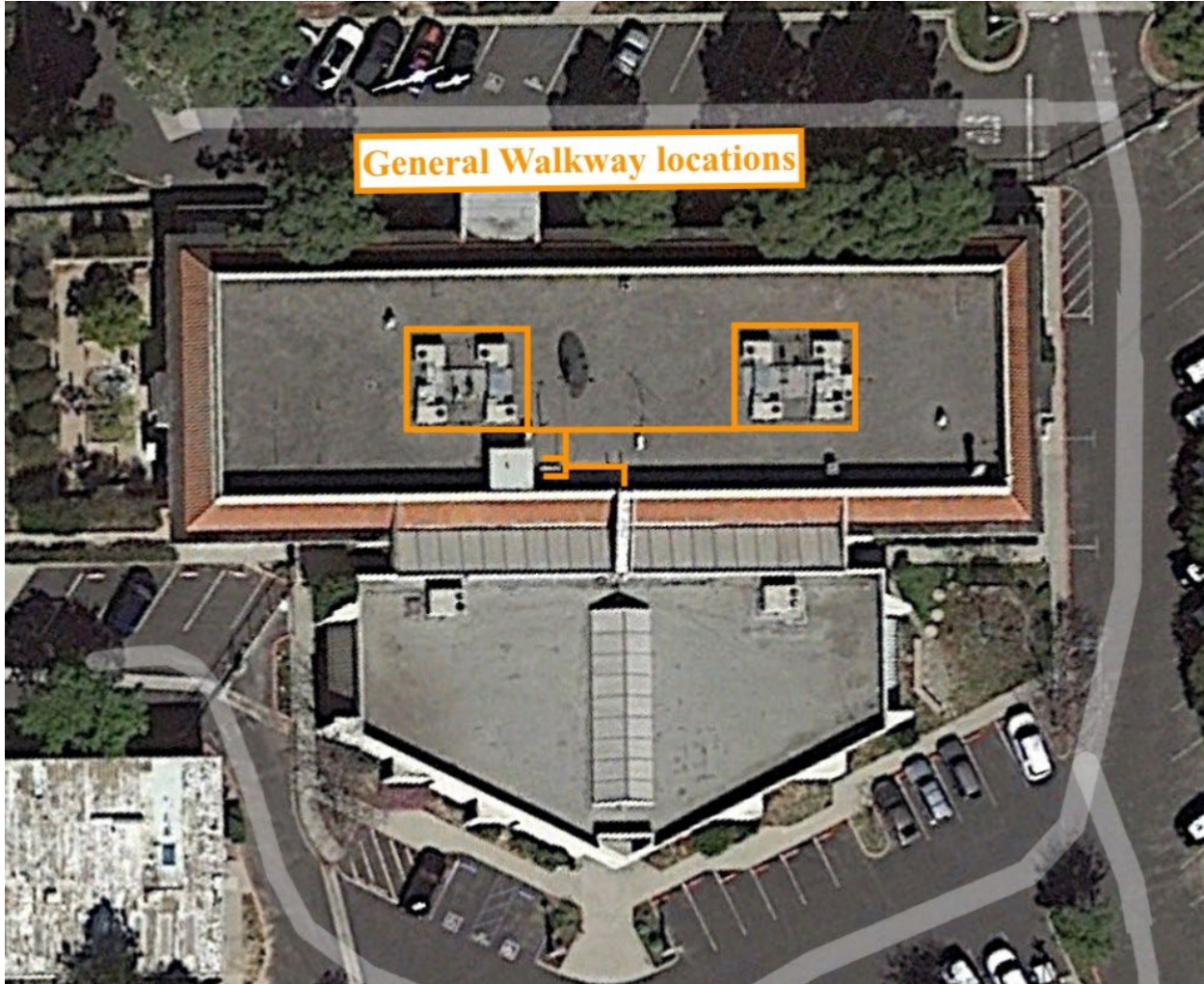
- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Seal top termination of base flashing with a metal termination bar and a continuous bead of joint sealant.
- F. Wrap over all low platform curbs with specified field membrane.

3.8 HVAC PAN/COVERS

- A. All HVAC curbs and pans are to be roofed over with KEE membrane over specified deck.

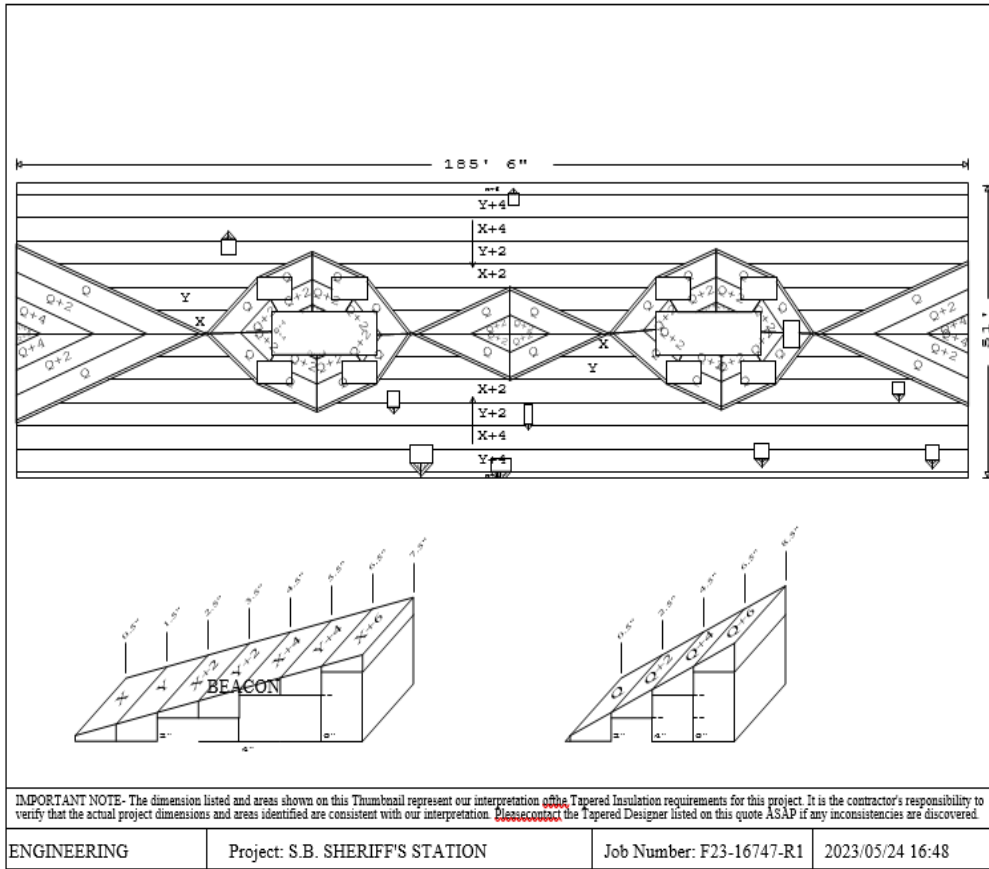
- B. Coat all sheet metal pans with AlphaGuard Base Coat and a rate of 1.5-2gal/SQ.
 - 1. Reinforce seams with SolarGard Seam Sealer and Permafab fabric prior to coating the entire pan cover.
 - C. Contractor is to roof-in with specified KEE system County provided and installed metal curb at designated HVAC unit, on the east side of the roof. Confirm location with County before proceeding.
- 3.9 WOOD BLOCK AND DURO BLOCKS
- A. Replace existing wood blocks with duro blocks.
- 3.10 WALKWAY INSTALLATION
- A. Flexible Walkways: Install walkway products in locations indicated or per existing layout and at serviceable equipment. Heat weld to membrane per current manufacture standards
 - 1. Install 300lf of walkway per general location map attached.
- 3.11 FIELD QUALITY CONTROL
- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
 - B. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
 - C. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- 3.12 PROTECTING AND CLEANING
- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Owner.
 - B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
 - C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION



County of Santa Barbara
 Sheriff's Station-North Roof

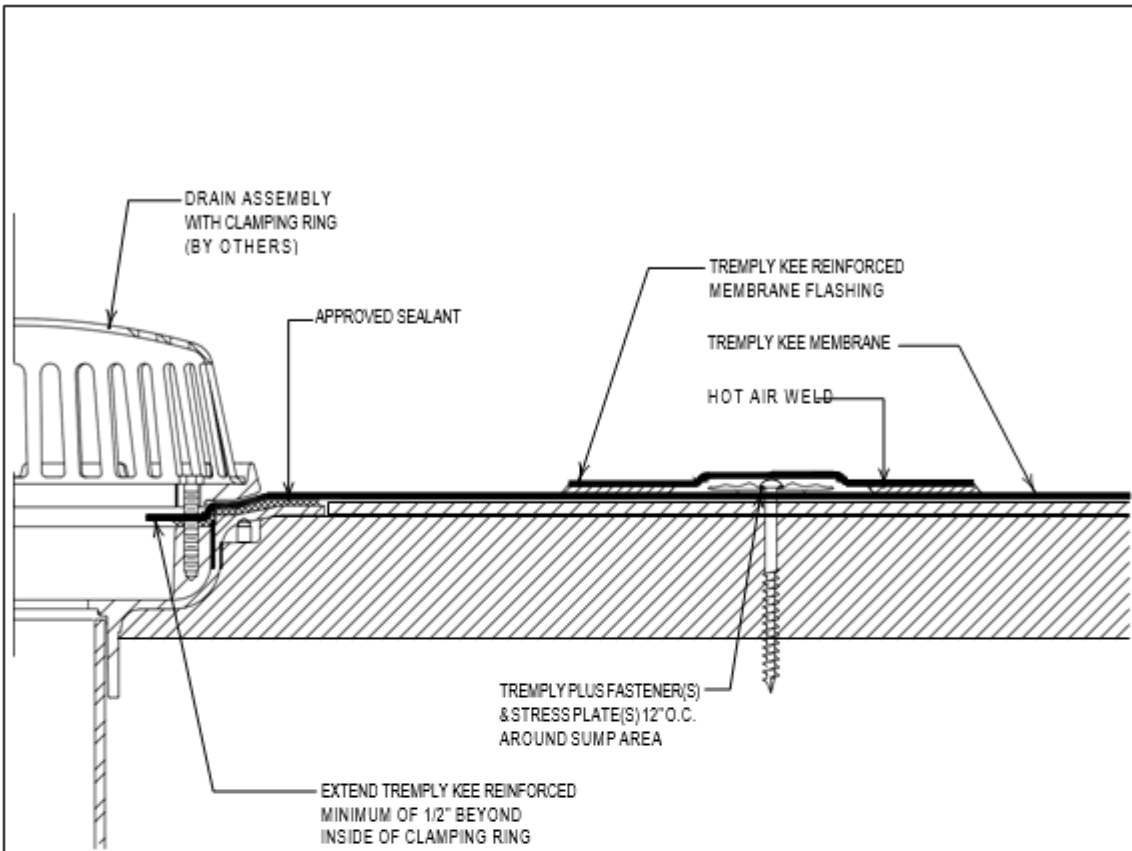
075416



IMPORTANT NOTE- The dimension listed and areas shown on this Thumbnail represent our interpretation of the Tapered Insulation requirements for this project. It is the contractor's responsibility to verify that the actual project dimensions and areas identified are consistent with our interpretation. Please contact the Tapered Designer listed on this quote ASAP if any inconsistencies are discovered.

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 KETONE ETHYLENE ESTER (KEE) ROOFING

6/20/2023



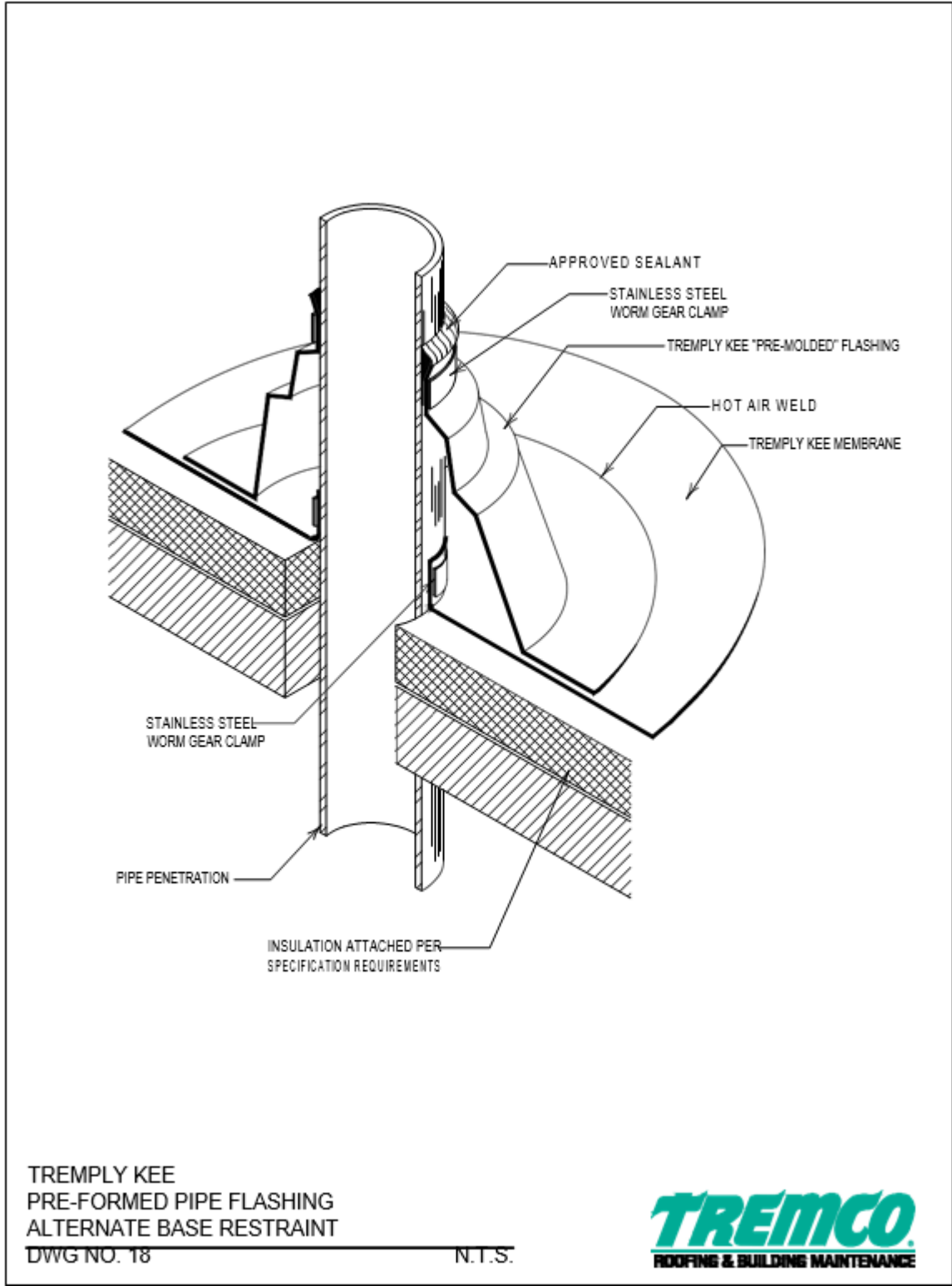
NOTES

1. CENTER THE DRAIN IN THE MIDDLE OF THE FIELD SHEET. MINIMUM WIDTH OF FIELD SHEET IS 74" AND SECURE AT 12" FROM DRAIN CENTER.

TREMPY KEE
MINIMAL SLOPE DRAIN FLASHING
DWG NO. 27

N.T.S.

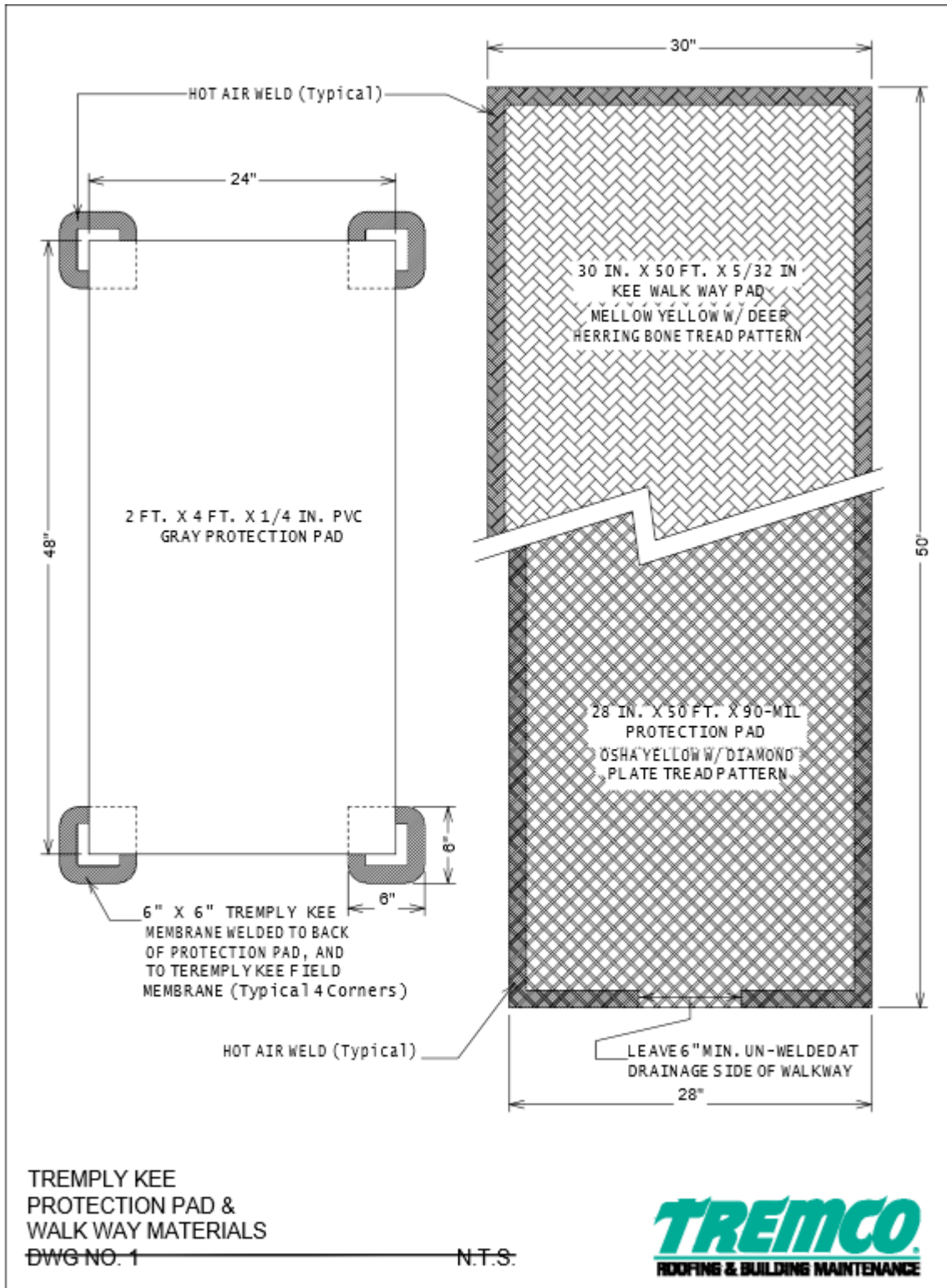


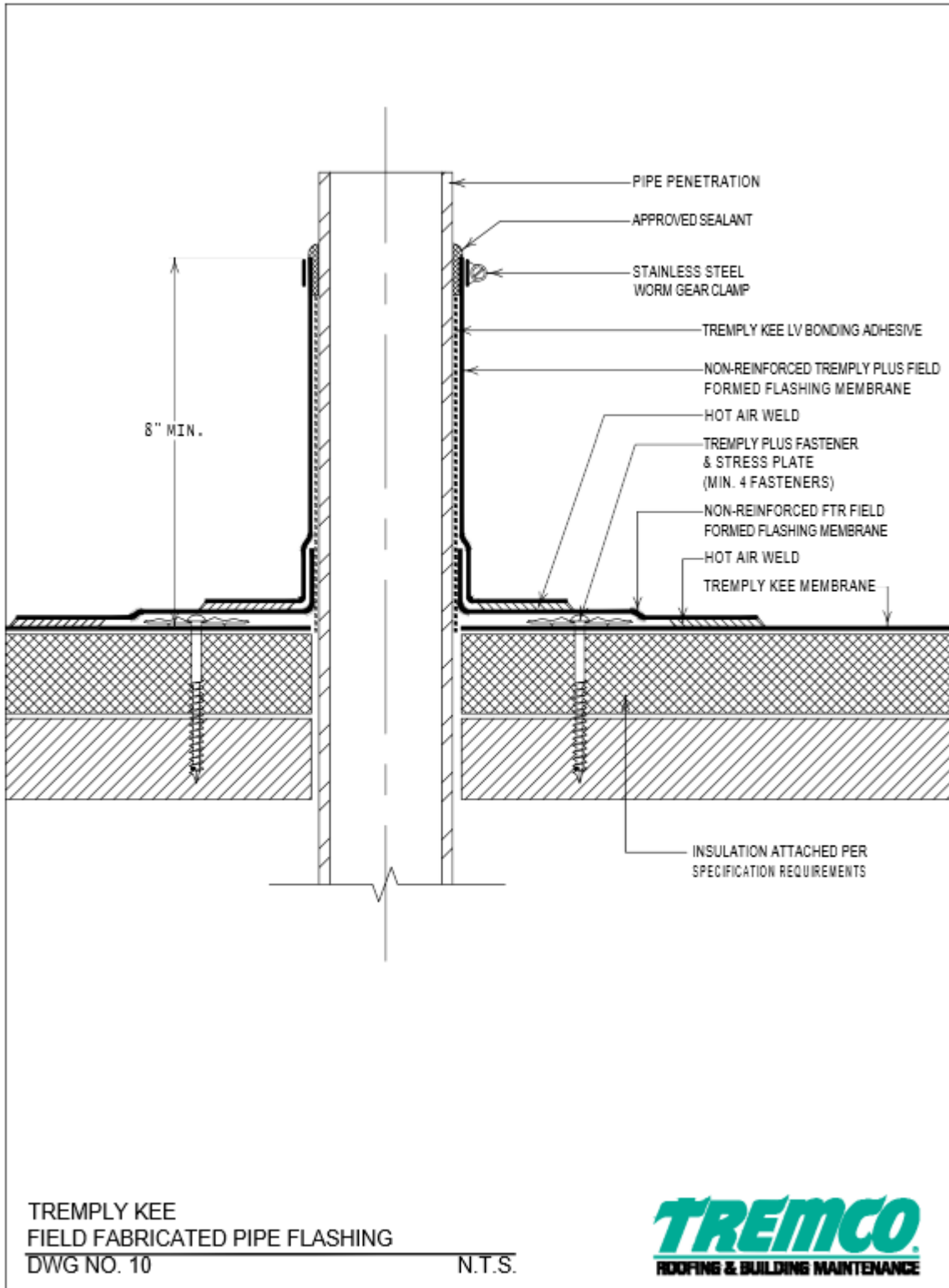


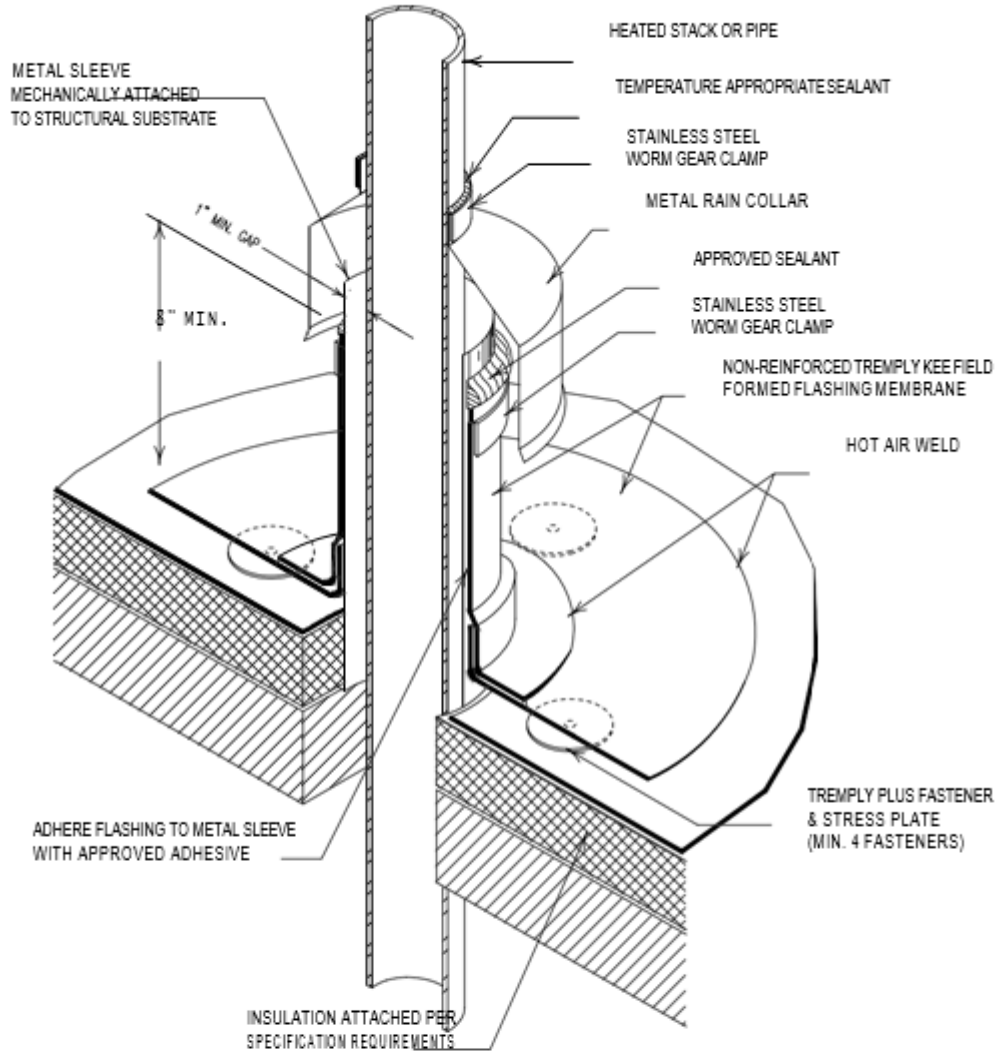
TREMPY KEE
PRE-FORMED PIPE FLASHING
ALTERNATE BASE RESTRAINT
DWG NO. 18

N.T.S.



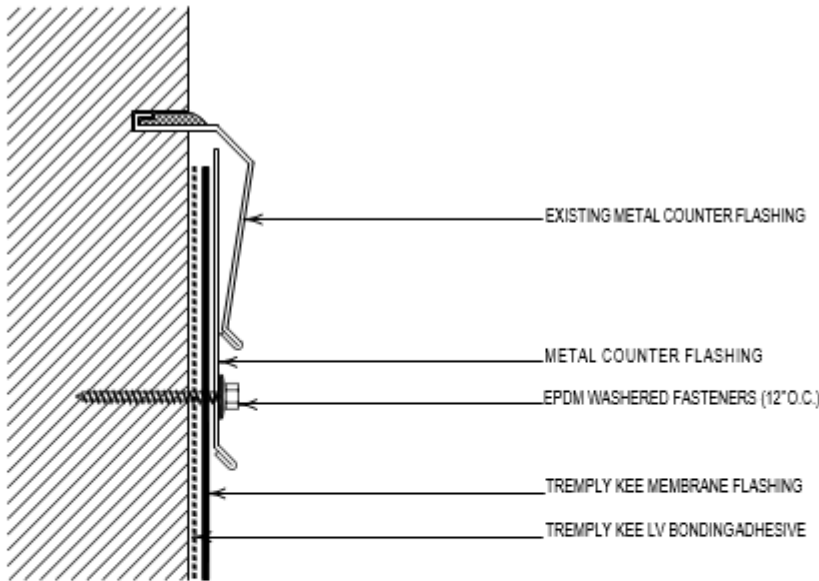
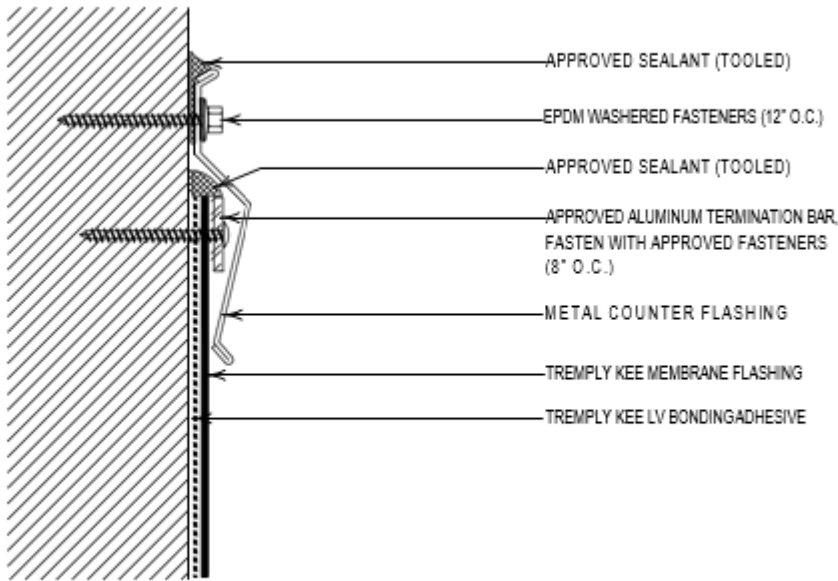






TREMPLY KEE
HEATED STACK FLASHING WITH METAL COLLAR
DWG NO. 16 N.T.S.





TREMPY KEE
WALL FLASHING
ALTERNATE TERMINATION'S
DWG NO. 07

N.T.S.



EXHIBIT B

EXHIBIT B

**Derrick's Roofing Inc Bid Package
County Project 21059**

BID FORM

1. Under and in compliance with your Notice to Bidders and the Contract Documents relating to the construction of:

County of Santa Barbara
Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101
Project No. 21059
Bid Due Date: Tuesday, April 30, 2024, at 3:00 P.M.

including Addendum No(s) 1, 2, 3, _____, _____, _____, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in and in strict accordance with the Contract Documents (including the furnishing of any labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total sum of:

2. **BID #1:** Sheriff admin – Roof Replacement with TremPly KEE membrane over taper insulation.
(Upper North Roof)

\$, 2 3 8 , 0 0 0 . 0 0

BID #2: Sheriff Admin – Roof Restoration with AlphaGrade System. (Lower South Roof)

\$, 2 1 6 , 0 0 0 . 0 0

Unit Price #1: Repair of Damaged, wet/defective lightweight insulating concrete per 100sq ft

\$, 5 , 2 0 0 . 0 0

Alternate #1: Lower South Roof Stucco Wall Coating

\$, / 0 , 8 0 0 . 0 0

Alternate #2: Upper North Roof Stucco Wall Coating.

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Estimated number of work days: 40

3. It is understood that the Owner reserves the right to reject the proposal and that it shall remain open and not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.
4. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned and in the performance of the Work.
5. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within thirty (30) calendar days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to Owner by the proposal as accepted, and will also furnish and deliver to Owner any Payment Bond required under the provisions of California Civil Code Section 3247 through 3252 and Performance Bond as required under the provisions of the California Government Code and/or California Public Contract Code all within fourteen (14) calendar days after personal delivery or deposit in the mails, as the case may be, of the notifications of the award. The work under the contract shall be commenced by the undersigned bidder on the date stated in the COUNTY's written Notice to Proceed and shall be completed within **90 calendar** days thereafter.
6. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

7. The bid, contract or other submittal of the CONTRACTOR identified below in connection with the foregoing project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; and that the bid is genuine, and not collusive or sham; that the undersigned 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 to refrain from bidding; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder or to fix any overhead, profit or cost element of such bid price or of that of any other bidder or to secure any advantage against the COUNTY of Santa Barbara of anyone interested in the proposed contract; or all statements contained in this proposal are true; and that the undersigned bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, Bid Depository or to any member or agent thereof to effectuate a collusive or sham bid. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

8. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy existing between any such unit prices and totals so given, the unit prices shall prevail.
9. By the provisions of Sections 1860 and 1861 of the California Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his or her employees. Each CONTRACTOR to whom a public works contract is awarded shall sign the following certification before performing the work of the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance by the provisions of that code, and I will

comply with such provisions before commencing the performance of the work of this contract."


10. Protests of any bid(s) received must be in writing, must specify all grounds for the protest, and must be filed within ten working days after the opening of bids.

CONTRACTOR

Derricks Roofing Inc IRS No.: 36-4602720
Company

94 Frederick Lopez Rd suite C License Classification(s): C39
Street Address

Goleta CA 93117 Phone Number: 805 681-9954
City

BY: 
Signature

Mark Derrick President
Printed Name, Title

BIDDER'S STATEMENTS

REGARDING INSURANCE COVERAGE:

The bidder hereby certifies that he has reviewed the insurance coverage requirements specified in the Contract Forms. Should he be awarded the contract for the work, Bidder further certifies that he can meet all the Contract Specification requirements for insurance including insurance coverage of his subcontractors.

REGARDING PUBLIC CONTRACT CODE SECTION 10232:

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

REGARDING PUBLIC CONTRACT CODE SECTION 10162:

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

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

Yes _____

No X

(If the answer is yes, explain the circumstances on a separate sheet of paper and attach it to the proposal)

Date

4-25-24

Signature of Principal

Printed Name, Title of Principal

Company

Address

City, State & Zip

Mark Derrick

Mark Derrick President

Derricks Roofing, Inc.

94 Frederick Lopez Rd Suite C

Goleta CA 93117

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, DERRICKS ROOFING INC as Principal, and WESTERN NATIONAL MUTUAL INSURANCE COMPANY as Surety (hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called "Owner") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Owner for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California, published by the Department of Insurance, State of California, or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF THE TOTAL AMOUNT BID DOLLARS (\$ ***10% OF BID AMOUNT***). The condition of this obligation is such that a bid to the Owner for certain construction is specifically described as follows:

County of Santa Barbara
Sheriff Administration Roof Replacement & Restoration
4434 Calle Real, Santa Barbara, CA 93101
Project No. 21059

for which bids are due on **April 30, 2024, at 3:00 pm** has been submitted by the Principal to the Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw a said bid within the period therein after the opening of the same, or, if no period be specified within sixty (60) days after said opening and shall within the period specified, therefore, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him for signature, enter into a written Contract with Owner, in the prescribed form, by the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

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

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred the by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court. Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

Dated 4-25-24

DERRICKS ROOFING INC

Name of Principal

 (Seal)
Signature of Principal

WESTERN NATIONAL MUTUAL INSURANCE COMPNY

Name of Surety

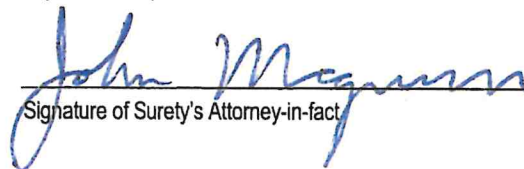
4700 WEST 77TH ST

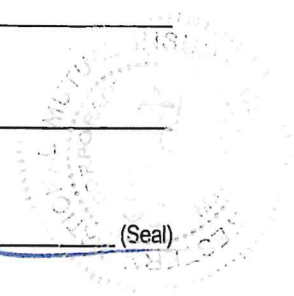
Address

EDINA, MN 55435

City, State & Zip

Dated APRIL 24TH, 2024

 (Seal)
Signature of Surety's Attorney-in-fact



Surety's Agent for Service of Process (located within the State of California):

SIMPLEBOND INSURANCE SERVICES LLC

Name of Agent

1137 SAVOY ST

Address

SAN DIEGO, CA 92107

City, State & Zip

800-753-5549

Telephone Number

619-923-2470

FAX Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for the insurance of subcontractors as specified for this project will be met.

4-25-24

Dated



Signature of Principal

Matt Derrick President

Printed Name, Title of Principal

Derricks Roofing Inc

Company

94 Frederick Lopez Rd Suite C

Address

Goleta CA 93117

City, State & Zip

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: JOHN MAGNUSON

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.


and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.


RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.



Jon R. Hebeisen, Secretary

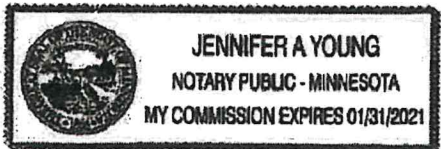





Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



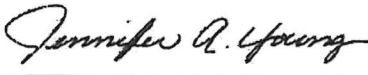


Jennifer A. Young, Notary Public
My commission expires January 31, 2021


CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 24TH day of APRIL, 2024



Jennifer A. Young, Assistant Secretary



Acknowledgment of Principal

Acknowledgment of Surety (Attorney-in-Fact)

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

STATE OF California }
COUNTY OF San Diego } ss

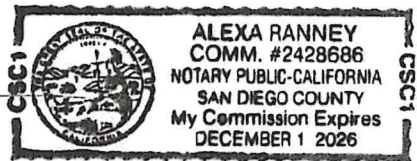
On APR 24 2024 before me, Alexa Ranney, Notary Public,
date here insert name and title of the officer
personally appeared John Magnuson,
name(s) of signer(s)

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

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

WITNESS my hand and official seal.

Signature *Alexa Ranney* (Seal)



(The balance of this page is intentionally left blank.)



ANTI-FRAUD CERTIFICATION

County of Santa Barbara

Sheriff Administration Roof Replacement & Restoration

4434 Calle Real, Santa Barbara, CA 93101

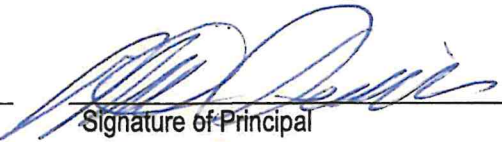
Project No. 21059

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder has , has not , been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

4-25-24
Date


Signature of Principal

Mark Derrick President
Printed Name, Title of Principal

Derrick's Roofing Inc
Company

94 Frederick Lopez Rd Suite C
Address

Goleta CA 93117
City, State & Zip

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code § 7106. Mark Derrick
(Bidder's full name)

being first duly sworn, deposes and says that he or she is president
(Bidder's title)

of Derricks Roofing Inc.
(Company's name)

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

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

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


SIGNATURE BLOCK <i>(Signature Block must be completed in ink & changes must be initialed.)</i>	
Bidder's Signature: <u></u>	Date: <u>4-29-24</u>
Bidder's Name & Title (Print): <u>Mark Derrick President</u>	
At CITY: <u>Goleta</u>	STATE: <u>CA</u>

EXHIBIT C

EXHIBIT C

Indemnification and Insurance Requirements

EXHIBIT C

Indemnification and Insurance Requirements (For Construction Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – **CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire** from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. This provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the CONTRACTOR shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Contractors Insurance Agency P. O. Box 6625 Santa Maria, CA 93456	CONTACT NAME: Julie Wardlaw PHONE (A/C, No, Ext): 805-925-6949 FAX (A/C, No): 805-456-2927 E-MAIL ADDRESS: Julee88@hotmail.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ironshore Specialty Insurance</td> <td>25445</td> </tr> <tr> <td>INSURER B: Infinity Select Insurance Co.</td> <td>20260</td> </tr> <tr> <td>INSURER C: Capitol Specialty Insurance Co.</td> <td>10328</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ironshore Specialty Insurance	25445	INSURER B: Infinity Select Insurance Co.	20260	INSURER C: Capitol Specialty Insurance Co.	10328	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Derricks Roofing Inc. 94 Fredrick Lopez Road, Suite C Santa Barbara, CA 93117														

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	RCS00793-04	06/25/23	06/25/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	50002711801	01/29/24	01/29/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X	X	RUS00426-01	06/25/23	06/25/24	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Contractor's Pollution	X	X	EV20220438-03	05/03/24	05/03/25	\$1,000,000 each pollution incident \$2,000,000 coverage aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Santa Barbra Sheriff Administration Roof Replacement & Restoration, 4434 Calle Real, Santa Barbara, CA 93110
County of Santa Barbara is hereby included as additional insured per the enclosed CG2037 04/13 & CG2010 04/13 forms. This insurance is primary/non-contributory per the attached CG2001 04/13 form. A waiver of subrogation is included per the attached CG2404 05/09 form.

** 30 day notice of cancellation except for a 10 day notice of cancellation for non-payment of premium**

CERTIFICATE HOLDER

County of Santa Barbara
912 West Foster Road
Santa Maria, CA 93455

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>As required by written, and properly executed contract prior to loss, if required by your written contract or written agreement with such Additional Insured. The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	<p>As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.	As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance**, subparagraph **c. Method of Sharing**. The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Attachment 2

ATTACHMENT 2

**CEQA Notice of Exemption for
County Project No.21059**



State of California - Department of Fish and Wildlife
2024 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/24) Previously DFG 753.5a

RECEIPT NUMBER:
 42 — 05/22/2024 — 131
 STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY General Services Department County of Santa Barbara	LEAD AGENCY EMAIL countyarchitect@countyofsb.org	DATE 05/22/2024
COUNTY/STATE AGENCY OF FILING Santa Barbara		DOCUMENT NUMBER

PROJECT TITLE

Santa Barbara Sheriff Administration Roof Replacement & Restoration

PROJECT APPLICANT NAME Steve Fernandes	PROJECT APPLICANT EMAIL stevef@countyofsb.org	PHONE NUMBER (805) 896-2263
PROJECT APPLICANT ADDRESS 912 W Foster Road	CITY Santa Maria	STATE CA
		ZIP CODE 93455

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- | | | | |
|---|------------|----|-------|
| <input type="checkbox"/> Environmental Impact Report (EIR) | \$4,051.25 | \$ | 0.00 |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,916.75 | \$ | 0.00 |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW | \$1,377.25 | \$ | 0.00 |
|
 | | | |
| <input checked="" type="checkbox"/> Exempt from fee | | | |
| <input checked="" type="checkbox"/> Notice of Exemption (attach) | | | |
| <input type="checkbox"/> CDFW No Effect Determination (attach) | | | |
| <input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy) | | | |
| <hr/> | | | |
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | 0.00 |
| <input checked="" type="checkbox"/> County documentary handling fee | | \$ | 50.00 |
| <input type="checkbox"/> Other | | \$ | |

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other
 TOTAL RECEIVED
 \$ 50.00

SIGNATURE X <i>Katherine Douglas</i>	AGENCY OF FILING PRINTED NAME AND TITLE Katherine Douglas, Deputy Clerk
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2021 CEQA Transmittal Memorandum

County of Santa Barbara - Clerk of the Board of Supervisors

105 E. Anapamu St. Room 407 • Santa Barbara • CA • 93101

(805) 568-2240

Complete this form when filing a Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report or Notice of Exemption.

You will need to submit one original for posting plus one copy for the Department of Fish & Wildlife. A scanned copy including the date/time of posting will be emailed to the Lead Agency and Project Applicant. If you would like a return copy, please submit an extra copy along with a pre-addressed, stamped envelope.

Contact Person Steve Fernandes		Phone (805) 896-2263	
Lead Agency General Services Department (County of Santa Barbara)		Lead Agency Email countyarchitect@countyofsb.org	
Project Title Santa Barbara Sheriff Administration Roof Replacement & Restoration			
Project Applicant Steve Fernandes	Email stevef@countyofsb.org	Phone (805) 896-2263	
Project Applicant Address 912 W Foster Road	City Santa Maria	State CA	Zip 93455

clerk@countyofsb.org

DOCUMENT BEING FILED:

- Environmental Impact Report (EIR)
 - 2021 Filing Fee \$3,445.25
 - Previously Paid (**must attach receipt**) \$0.00
 - No Effect Determination (**must be attached**) \$0.00

- Negative Declaration or Mitigated Negative Declaration
 - 2021 Filing Fee \$2,480.25
 - Previously Paid (**must attach receipt**) \$0.00
 - No Effect Determination (**must be attached**) \$0.00

- Notice of Exemption \$0.00

- County Administrative Handling Fee (**required for all filings, effective 7/19/18**) \$50.00

TOTAL: \$ 50.00

PAYMENT METHOD: ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING

- Cash
- Credit Card
- Check # _____
- Journal Entry # 0030/063/8200/1930
JE-0265748



Date 05/22/2024

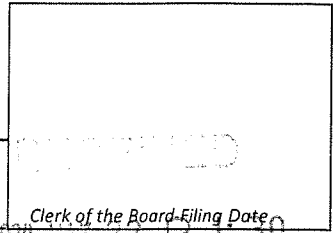
Case Number

GS/CEF/2024/21059/002

Dept/Div/Year/Project#/NOE#

NOTICE OF EXEMPTION

TO: Santa Barbara County Board of Supervisors
FROM LEAD AGENCY: GENERAL SERVICES DEPARTMENT



Clerk of the Board-Filing Date

MAY 22 2024 1:30

Staff Contact: Steve Fernandes

Division: Captial, Energy and Facilities

Phone: (805) 896-2263

Fax:

Email: stevef@countyofsb.org

Address: 912 W Foster Road

City: Santa Maria

State: CA

Zip: 93455

PROJECT INFORMATION:

Does this project involve a state/federal agency? Yes No

Project Name: Santa Barbara Sheriff Administration Roof Replacement & Restoration District: Second Supervisorial District

Address: 4434 Calle Real

City/Area: Santa Barbara

Zip Code: 93110

APN:

Project #: 21059

NOE #: 001

Funding/POPPA: 0030/063/8200/1930

Project Description: (Section 15124 of the CEQA Guidelines defines the types of information that should be included in a project description)

DETERMINATION: (select category)

- Not a Project (§15378)
- Ministerial Exemption (§15268)
- Statutory Exemption (§15260)
- Categorical Exemption (§15354 [15302-33])
 - CatEx - Existing Facilities (§15300)
 - Emergency Project Exemption (§15359)

Scope of Exemption:

Categorical Exemptions are made up of classes of projects that generally are considered not to have potential impacts on the environment. Categorical exemptions are identified and defined in the CEQA Guidelines (14 CCR Section 15300-15331). Categorical exemptions are not allowed to be used for projects that may cause a substantial adverse change in the significance of an historical resource, except when the Department of the Interior Standards are applied. Therefore, lead agencies must first determine if the project has the potential to impact historical resources and if those impacts could be adverse prior to determining if a categorical exemption may be utilized for any given project.

Cal. Code Regs. tit. 14 §15300


PRIMARY reason for the Determination: 15302 Replacement or Reconstruction

FINDING TO SUPPORT DETERMINATION: (attach additional material, only if necessary)

Based upon the project description above, the General Services Department (as Lead Agency) has determined the project (Santa Barbara Sheriff Administration Roof Replacement & Restoration) is within the scope of §15302 Replacement or Reconstruction of an Existing Facility. The project involves construction activities to replace or reconstruct an existing facility as described in the Project Description above consistent with subsection (a,b,c or d) which consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to: (a) Replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent; (b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity. (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. (d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

Cal. Code Regs. Tit. 14, §15302

Department/Division Representative


(print name: DANIEL Contreras / Capital Projects) Date

DISTRIBUTION: Clerk of the Board File, Public Notice Board, Project File, and State Clearinghouse File

NOTE: A copy must be posted at least 6 days prior to consideration of the activity by the decision-makers to comply with County CEQA guidelines and a copy must be filed with the County Clerk of the Board after project approval to begin a 35 day statute of limitations on legal challenges.