



**INVITATION TO BID (ITB)
ITB BID NO. B-130000351
October 20, 2016**

The City of Ventura invites your bid for the **Beach Fish House Exterior Siding Project** per the attached Instructions to Vendors, General Provisions and Specification Number SDV16-007.

Mandatory Pre-Bid Meeting and Job Walk:

A *mandatory* pre-bid meeting will be held at **Beach Fish House located on the Ventura Pier at 668 East Harbor Blvd, Ventura CA 93001, Ventura CA 93001 on Tuesday November 1, 2016 at 10:00 AM**. Attendance of this Pre-Bid Walk-through is mandatory in order to submit a Bid. Proposer's must participate in the walk-through inspection and familiarize themselves with any conditions that may affect performance and proposal prices. Bids submitted on which the walk-through meeting has not been attended will be considered non-responsive and rejected.

All questions shall be submitted via email to Jennifer Yates, Purchasing Supervisor at [jyates@cityofventura.net](mailto: jyates@cityofventura.net) no later than Monday November 7, 2016 at 2:00 p.m.

Closing Time and Date

One (1) original and one (1) copy of your signed quotation sheet, local vendor preference (if applicable) and completed specifications must be submitted in a sealed envelope marked "ITB No. B-130000351" prior to:

Wednesday November 16, 2016 at 4:00 PM

Submit your entire bid package to the following address:

Purchasing Office
City of San Buenaventura
501 Poli Street, Room 102
P.O. Box 99
Ventura, CA 93002-0099

BIDS RECEIVED AFTER DAY AND TIME SPECIFIED WILL NOT BE ACCEPTED.
FIRMS ARE RESPONSIBLE FOR PROMPT DELIVERY OF THEIR BIDS. FAXED RESPONSES WILL NOT BE ACCEPTED

BIDS WILL NOT BE OPENED PUBLICLY.

INSTRUCTIONS TO VENDORS:

1. Scope:
Bids are hereby requested for **Beach Fish House Exterior Siding Project**, as per specification number SDV16-007.
2. Literature:
Full technical information on the equipment bid shall be provided with your bid. Letters containing blanket statements or non- technical advertising brochures are not acceptable.
3. Award Criteria:
Bidders must complete the following forms and minimum qualifications in their entirety for consideration of their bid. This project will be awarded based on the complete submission of a bid. Incomplete bids will not be accepted. The following pages must be returned with your bid.
 - Page 3: References
 - Page 8: Living Wage Acknowledgement
 - Page 13: Insurance Acknowledgement
 - Page 26: Bid Sheet
 - Page 27: Authorization Sheet

The City shall be the sole judge of the successful bidder hereunder. The City reserves the right to reject any or all bids.

REFERENCES

List three (3) persons or firms with whom you have performed similar services during the past five years.

REFERENCE NO. 1:

Firm: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

REFERENCE NO. 2:

Firm: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

REFERENCE NO. 3:

Firm: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

ITB PROVISIONS FOR STANDARD FORM CONTRACTS

Please Read Carefully

These provisions shall be a part of your Bid and/or any resultant Contract

Scope of Bid/Proposal: An Invitation to Bid is hereby requested for the Beach Fish House Exterior Siding Project, as per specifications herein

The bidder agrees that:

A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and

B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of San Buenaventura specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to an invitation to or request for bid, request for proposal, or request for quotation. A bidder may also be referred to as bidder/contractor, contractor, supplier, or vendor.

1. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error; the person signing the bid must initial corrections in ink.

Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices.

2. Bidder's Security: NOT APPLICABLE

A bid deposit in an amount equal to at least 10% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's check, a certified check made payable to the City of San Buenaventura, or a bid bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of California. The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

3. Items Offered:

If the item offered has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

4. Brand Names:

Whenever reference to a specific brand name is made, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

An equivalent ("or equal") may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder's responsibility to provide, at bidder's expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

5. Samples:

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples within forty-eight (48) hours upon request and at no additional cost to the City.

6. Verify Quotations:

Prices shall be verified prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

7. Firm Prices:

Prices on bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of San Buenaventura shall receive the benefit of such decline.

8. Modification or Withdrawal of Bids:

Bids may be modified or withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

9. Late Bids, Modifications, or Withdrawals:

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered unless receipt is before the contract is awarded and the City determines that late receipt was due solely to City error.

10. Mistake in Bid:

(a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by modifying or withdrawing the bid in accordance with Items 8 and 9 above.

(b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low and best bidder discovers a mistake in bid of a serious and significant nature which is unfavorable to bidder, bidder may

request consideration be given to modifying the bid if it remains the lowest bid or to withdrawal of the bid if the result of the correction of the mistake makes another bidder lowest and best bidder. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for correction of mistakes in bids received after the hour and date of the bid closing. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for correction of bids.

(c) A mistake in bid cannot be considered once a purchase order or contract is issued.

11. Signature:

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

12. No Bids:

If no bid is to be submitted, the bid should be marked "No Bid" and returned to maintain the bidder's name in the vendor file for future solicitations. A letter or postcard may be submitted. If a bidder fails to respond to a reasonable number of bids without returning a "No Bid", the Purchasing Manager reserves the right to delete the bidder from the vendor file for future solicitations.

13. Alternative Proposals:

To be responsive to the bid, bidder must submit a proposal that meets all specific bid requirements. Once bidder has proposed a product which is responsive to the specification, bidder may include with the bid any additional proposals or alternative products that bidder believes can meet or exceed the City's requirements and that may offer additional advantages, benefits, or cost savings. The City reserves the right to evaluate, and accept or reject, such alternatives as though they were part of the original specifications without advertising for further bids, when in the best interests of the City. Any awards so made will be based on operational and cost analysis considerations that would result in the optimum economic advantage to the City.

14. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

15. Quality:

Unless otherwise required in the specifications, bidder's proposal shall assume that all goods furnished shall be new and unused.

16. Tropical Hardwoods:

In accordance with the City of San Buenaventura Administrative Policy and Procedure 18.2, incorporated and made part of these General Provisions, Bidders shall not propose or provide any items to the City in regard to performance of a contract, which are tropical hardwood products. Bidders are urged not to import, purchase, obtain, or use for any purpose, any tropical hardwood product in support of any City agreement.

17. Litigation Warranty:

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of California and approved by The City of San Buenaventura in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

18. Royalties, Licenses and Patents:

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

19. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction of the City.

20. Warranties:

(a) All material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for at least twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

21. Addenda:

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain whether or not any addenda have been issued, and failure to cover in this bid any such addenda issued may render the bid invalid and result in its rejection.

22. Specifications to Prevail:

The detailed requirements of the specifications shall supersede any conflicting reference in these General Provisions that are in conflict therewith.

23. Taxes:

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City and County Sales Taxes. Do not include this tax in the amount bid. However, tax is to be added by the successful bidder to the net amount invoiced.

24. Living Wage Requirements:

Vendor understands and agrees that this Agreement is subject to the provisions of Chapter 2.525 of the San Buenaventura Municipal Code, entitled "Living Wages and Benefits for City Services," a copy of which has been, or can be upon request, provided to Vendor. By reason thereof, during the term of this Agreement, Vendor will pay and/or provide the wages and/or benefits required therein to all of its employees engaged in whole or in part in performing the services provided for by this Agreement.

Moreover, Vendor will require any of its successors, assigns and subcontractors who receive any compensation or other emoluments arising out the performance of the services provided for by this Agreement to similarly pay and/or provide such wages and/or benefits to all of their employees engaged in whole or in part in performing the such services. In addition, Vendor and any of its successors, assigns and sub-contractors who received any compensation or other emoluments arising out of the performance of the services provided for by this Agreement will post the "Notice to Employees" and provide the other information required by Section 2.525.170 of Chapter 2.525 at the time in the manner provided for by that section. Finally, Vendor also understands and agrees that any violation of Chapter 2.525 of the San Buenaventura Municipal Code will be deemed to be a material breach of this Agreement entitling City to suspend or terminate this Agreement and/or impose the civil penalties provided for by Section 2.525.400 of Chapter 2.525.

Referenced below are the annual adjustments relative to Living Wage Ordinance No. 2006-010:

Section 2.525.160 Annual Adjustment:

Minimum Hourly Rate Without Medical Benefits: \$15.06 for fiscal year 2016-2017.

Minimum Hourly Rate With Medical Benefits: \$11.75 per hour provided the coverage employer pays its covered employees a minimum of \$3.31 per hour worked, toward qualifying medical benefits for covered employees and their dependents for fiscal year 2016-2017.

Section 2.525.130 Applicability: *All service contracts entered into or financial assistance provided after the effective date of this chapter whose combined total exceeds \$30,124 for fiscal year 2016-2017.*

By initialing this Section, Seller agrees that it has read a copy of Chapter 2.525 of the Code as well as this Section, and that Seller understands Chapter 2.525 of the Code and this Section.

Seller's initials: _____

25. Prevailing Wage Requirements:

Effective January 1, 2015, the payment of State prevailing rates of wages as designated for Ventura County for on-site work and delivery of materials shall apply to public works construction projects over \$25,000 and projects for alteration, demolition, repair, or maintenance work over \$15,000. Prevailing wages are required to be paid to all workers, including subcontracted employees.

This contract may be subject to compliance monitoring and enforcement by the DIR. As of July 1, 2014, all contractors and subcontractors must register with the DIR in order to submit a bid and be awarded a contract

(<https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>).

As of April 1, 2015, the City must hire only registered contractors and subcontractors. For complete requirements, please refer to the "Contractor Registration Fact Sheet" located on the City's website at <http://www.cityofventura.net/ft/purchasing>.

The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It will be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the California Department of Industrial Relations website which is currently located at www.dir.ca.gov, or by calling the Prevailing Wage Unit at (415) 703-4774.

The Contractor will comply with Section 1007 of the San Buenaventura Charter. In accordance with Labor Code Section 1775 ("Section 1775"), the Contractor will forfeit as a penalty to the City of San Buenaventura, \$25.00 for each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by Contractor or by any subcontractor under Contractor in violation of the provisions of the Charter. In addition to said penalty and pursuant to the said Section 1775, the difference between the stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate will be paid to each worker by the Contractor. Any sums forfeited under the provisions of this section will be deducted from the payments under this contract by the City.

Every Contractor and subcontractor will keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him in connection with the public project.

It is unlawful to split or separate into small portions, work orders, projects, purchases, or public works projects for the purpose of evading these prevailing wage requirements.

Use of Prevailing Wages vs. Living Wages:

In the event that there is a difference between the amount of wages to be paid under the City of Ventura's local Living Wage requirements and the requirements of this provision, the wage rate that is the higher of the two shall be applicable to the contract.

26. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.

(b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

27. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

28. Faithful Performance Bond: NOT APPLICABLE

If required and defined within the Scope of Work, the Bidder will be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of California and approved by the City of San Buenaventura, an endorsed Certificate of Deposit, or a money order or a certified check drawn on a solvent bank. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond or deposit shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

29. Insurance:

Should work be required on City premises or within the public right-of-way, bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of California and the City of San Buenaventura and shall meet the following minimum specifications:

A. Types and Amounts of Applicable Insurance Coverage. Bidder or Contractor shall provide the following types of insurance designated in this section by a check mark:

<u>Type of Insurance</u>	<u>Combined Single Limit</u>	<u>Aggregate Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000	\$2,000,000
<input checked="" type="checkbox"/> Business Auto Liability	\$1,000,000	
<input checked="" type="checkbox"/> Workers' Compensation	Statutory Limit	
<input type="checkbox"/> Professional Liability (E&O)	\$	\$

B. Insurance Policy Forms and Provisions. The insurance policies provided by bidder/contractor in compliance with the requirements of this section shall conform to all of the following requirements.

(a) Commercial Liability Insurance shall be evidenced by both a Certificate of Insurance and an Additional Insured Endorsement. Bidder/Contractor shall provide insurance documentation on a form that affords the City coverage as broad as that provided under ISO-CGL Form No. CG 00 01 11 85 or 88. Aggregate limit endorsements shall be evidenced on either ISO Form No. CG 25 03 11 85 or ISO Form No. CG 25 04 11 85. City and all of City's officers, employees and volunteers shall be named as Additional Insureds under such insurance coverage using a form approved by the City or ISO Form No. CG 20 10 11 85 (in no event with an ISO edition date later than 1990).

Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee, agent or volunteer of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no cross liability exclusion and no contractor limitation endorsement. In addition, there shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices, except for a provision or endorsement limiting liability arising from pollution to liability caused by sudden or accidental pollution.

Any umbrella liability insurance over primary insurance provided to meet primary limits shall apply to bodily injury, personal injury and property damage, at a minimum. Coverage shall be as broad as any required underlying primary coverage, and shall include a "drop down" provision providing primary coverage for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be provided with defense costs payable in addition to policy limits. Coverage shall have starting and ending dates concurrent with the underlying coverages.

(b) Errors and Omissions Insurance shall be provided covering liability for professional malpractice. Such coverage shall be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis, bidder/contractor shall continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (hereinafter the "extended insurance"). Such extended insurance shall have the same coverage and limits as the policy that was in effect during the term of this Agreement, and shall cover bidder/contractor for all claims made by City arising out of any errors or omissions of bidder/contractor, or the officers, employees or agents of bidder/contractor during the time this Agreement was in effect.

(c) Business Auto Coverage shall be provided on ISO Business Auto Coverage Form No. CA 00 01 06 92 including symbol 1 (any auto). As in the case of general liability insurance requirement, City and all of City's officers, employees, agents and volunteers shall be named as additional insureds under such insurance coverage using City's Standard form endorsement or ISO Form No. CG 20 10 11 85 (in no event with an edition date later than 1990). The insurance policy providing such coverage shall be scheduled as underlying insurance to any umbrella policy required above meeting general liability insurance requirements.

(d) Workers' Compensation/Employer's Liability Coverage shall provide workers' compensation statutory benefits as required by law. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects to the City and City's officers, employees, agents and volunteers. Employer's liability coverage provided by such insurance shall be scheduled under any primary or umbrella policy described above to meet general liability insurance requirements.

C. Additional Insurance Requirements. Bidder/contractor agrees to comply with the following additional requirements with respect to the insurance provided pursuant to this section:

(a) Unless otherwise approved by the City, bidder/contractor's insurance shall be written by insurers authorized to do business in the State of California and the City of San Buenaventura and shall have a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

(b) Bidder/contractor shall provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required, copies of the insurance policies themselves or any portions thereof, and any required endorsements. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Bidder/contractor shall require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(c) Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. Coverage shall not be limited to the specific location, individual or entity designated as the address of the project or services provided for by this Agreement.

(d) Bidder/contractor shall ensure that coverage provided to meet these requirements is applicable separately to each insured, and that there will be no cross liability exclusions that preclude coverage for suits between bidder/contractor and City, between bidder/contractor and any other named insureds or additional insureds under the insurance policy, or between City and any party associated with City or City's officers, employees, agents or volunteers.

(e) All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit bidder/contractor, and bidder/contractor's employees or agents, from waiving the right of subrogation prior to a loss. By these presents, bidder/contractor waives its right of subrogation against the City.

(f) Any failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any other additional insured in this or any other regard.

(g) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary to meet the requirements of this Agreement, and any premium paid by City for such insurance will be promptly reimbursed by bidder/contractor, or, if not promptly reimbursed, deducted from any compensation to be paid by City to bidder/contractor pursuant to this Agreement.

(h) Bidder/contractor will provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least 72 hours before expiration of coverage.

(i) Bidder/contractor shall require all subcontractors or other parties hired by bidder/contractor to perform any part of the services required by this Agreement to purchase and maintain all of the insurance specified above and all such commercial general liability insurance and business automobile insurance shall name as additional insureds all parties to this Agreement. Bidder/contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein. No contract used by any bidder/contractor, or contracts bidder/contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement. When requested, bidder/contractor shall provide City with all agreements with subcontractors or others with whom bidder/contractor contracts with on behalf of City, and with all certificates of insurance obtained in compliance with this paragraph. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

(j) Bidder/contractor shall provide immediate notice to City of any claim against bidder/contractor or any loss involving bidder/contractor that could result in City or any of City's officers, employees, agents or volunteers being named as a defendant in any litigation arising out of such claim or loss. City shall not incur any obligation or liability by reason of the receipt of such notice. However, City shall have the right, but not the duty, to monitor the handling of any such claim or loss that is likely to involve City.

(k) In the event of any loss that is not insured due to the failure of bidder/contractor to comply with these requirements, bidder/contractor will be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's officers, employees, agents or volunteers as a result of such failure.

D. Acknowledgement. Bidder acknowledges that it has reviewed the City's and insurance requirements above and hereby agrees to full compliance.

Authorized Signature

30. Indemnification:

Bidder/contractor shall hold City and City's officers, employees, agents and volunteers harmless and free from any and all claims, liabilities or expenses, including attorney's fees, arising out of or relating to any negligent act, negligent omission, or wrongful conduct related in any way to bidder/contractor's performance of its services pursuant to this Agreement. In the event City and/or any of City's officers, employees, agents or volunteers are named in any lawsuit, or should any claim be made against it or any of

them by lawsuit or otherwise arising out of or relating to such negligent act, negligent omission or wrongful conduct, bidder/contractor shall indemnify them for any judgment rendered against them, any sums paid out in settlement or otherwise, and all costs incurred by them in their defense, including, but not limited to attorney's fees.

Bidder/contractor also understands and agrees that it is being employed to perform the services provided for by this Agreement because of bidder/contractor's professed expertise and experience in performing such services. In addition bidder/contractor understands and agrees that while City or City's officers, employees, agents or volunteers may elect to do so, they have no duty to review, inspect, monitor or supervise the work performed by bidder/contractor pursuant to this Agreement except as otherwise expressly provided for by this Agreement. As a consequence, bidder/contractor waives any right of contribution against City or any of City's officers, employees, agents or volunteers arising out of such failure to inspect, review, monitor or supervise the work performed by bidder/contractor pursuant to this Agreement."

31. Award of Contract – Request for Bid (RFB) and Request for Proposal (RFP):

(a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.

(b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. The City will, however, consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.

(c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.

(d) Upon acceptance by the City of San Buenaventura, the solicitation, bid, proposal, or price quotation and a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Provisions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause 28 or any related integrated agreement.

32. Request for Proposal (RFP) Submittals:

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal.

When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal. At that time, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

33. Protests:

Protests by unsuccessful bidders to the selection for award shall be submitted in writing to the Purchasing Manager no later than ten (10) calendar days after award recommendation. Failure to submit a timely written protest to the Purchasing Manager shall bar consideration of such protest. The Purchasing Manager shall consider the merits of the protest and make a determination that shall be immediately communicated to the protesting bidder. Any appeal concerning the determination of the Purchasing Manager shall be submitted in writing to the Administrative Services Director no later than five (5) calendar days after the original determination is communicated to the bidder. The Administrative Services Director shall hear the documented arguments of the protest and a written determination will be made and returned to the affected vendor(s). Determinations by the Administrative Services Director concerning protests are final.

34. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option the bid bond may be attached for damages suffered.

35. Discounts:

(a) Prompt payment discounts offered for payment within less than fifteen (15) calendar days will not be considered in evaluating bids for award. However, offered discounts of less than 15 days will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.

(b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.

(c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

36. Seller's Invoice:

Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

37. Inspection and Acceptance:

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

38. Lost and Damaged Shipments:

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

39. Late Shipments:

Bidder is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

40. Document Ownership:

(a) All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

(b) All inventions, discoveries, enhancements, changes, or improvements of computer programs developed pursuant to this contract shall be the property of the City, and all patents or copyrights shall be assigned to City, unless otherwise agreed. Bidder agrees that City may make modifications to computer software furnished by bidder without infringing bidder's copyright or any license granted to City.

41. Advertisements, Product Endorsements:

City employees and agencies or organizations funded by the City of San Buenaventura are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of San Buenaventura has endorsed their product or service without the City Manager's prior written approval.

42. Optional Cooperative Purchase Agreement:

It is intended that any other public agency (i.e., city, district, public agency, municipality or state agency) located within California shall have the option to participate in any award made as a result of this solicitation. The City of San Buenaventura shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency shall accept sole responsibility for placing orders and making applicable payments to the vendor. State whether said "cooperative" option is granted on the City quotation sheet. The option shall not be considered in the proposal evaluation.

43. City Provisions to Prevail:

Except as indicated in the specifications, the City's standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder submitted by

bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) shall provide materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor. To the extent not otherwise provided for by the contract documents, the California Commercial Code shall apply.

44. Invalid Provisions:

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.

45. Amendments and Modifications:

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

46. Assignment:

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

47. Disputes:

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Manager, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Manager shall be final and conclusive, unless bidder requests mediation within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

48. Mediation:

Should an unresolved dispute arise out of this agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within thirty (30) days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfold" process.

The cost of mediation shall be borne equally by both parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated

settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than sixty (60) days, unless the maximum time is extended by both parties.

49. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

50. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term, and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Purchasing Manager is aware of the non-appropriation of funds. However, failure to notify does not renew the term of the lease or contract. The City has no monetary obligation in event of termination or reduction of a term contract since such contracts represent estimated quantities and is not funded as a contract except to the extent of the Purchase Orders issued.

51. Extension:

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

52. Termination:

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

53. Venue:

This agreement shall be governed by and interpreted according to the laws of the State of California, and venue for any proceeding shall be in the County of Ventura.

54. Small Local Business Purchasing Preference:

In determining the lowest responsible bidder for any city purchase of goods or public works construction contract that is for \$250,000 or less, and when responsibility and quality are equal, a credit of five percent (5%) of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" as defined below.

Definition: "Small Local Business" shall mean either: 1) a business entity that has for at least twelve (12) months immediately preceding submittal of its bid held a current business license issued by the city and maintained its principal business office within the city's geographic boundaries, and that employs fewer than one hundred (100) employees or has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the preceding three years or 2) a business entity that proposes to use subcontractors, accounting for at least thirty (30) percent of the contract bid value, that have for at least twelve (12) months immediately preceding submittal of its bid held a current business license issued by the city and maintained its principal business office within the city's geographic boundaries, and that employs fewer than one hundred (100) employees or has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the preceding three years.

Certification: Should Seller meet the requirement of a Small Local Business, Attachment A must be completed and returned with a valid and authorized quotation.

APPROVED AS TO FORM
PER SBMC, SECTION 4.600.050
Gregory G. Diaz, City Attorney

SMALL LOCAL BUSINESS PURCHASING PREFERENCE CERTIFICATION

The City of Ventura's Small Local Business Purchasing Preference policy may be considered as applicable to this Request for Proposal (ITB/RFP). Refer to Article 53 of these General Provisions for details.

Qualified vendors that desire consideration as a City of Ventura small local business under this RFP must complete the "Statement of Small Local Business Certification" contained herein and submit it as a part of their proposal. Late submittals of the "Statement of Small Local Business Certification" will not be considered. Submission of this statement will qualify the vendor for treatment as a small local business for purposes of this RFP only. The Statement made under this RFP shall not qualify the vendor as a small local business under any other RFP.

Small Local Business Certification:

Any vendor claiming to be a small local business, as defined under Article 53 of these General Provisions, shall so certify in writing to the City's requesting Buyer. The Buyer shall not be required to verify the accuracy or any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "small local business."

Any person or business falsely claiming to be a small local business under this section shall be ineligible to transact for any business with the City for a period of not less than three (3) months and not more than twenty-four (24) months as determined in the sole discretion of the City's Purchasing and Contracts Manager. The City shall also have the right to terminate all or any part of any contract entered into with such person or business.

STATEMENT OF SMALL LOCAL BUSINESS CERTIFICATION CITY OF SAN BUENAVENTURA

Qualified local vendors desiring consideration under the City of Ventura's Small Local Business Purchasing Preference policy must complete the following and submit with their proposal (print or type).

I _____,
(Individual submitting bid/proposal) (Title)

Off/for _____, Certify that _____
(Company Name) (Company Name)

Is a City of Ventura small local business as defined under Article 53 of these General Provisions and therefore qualifies for the Small Local Business purchasing preference.

(Signature) (Title) (Date)

**CITY OF SAN BUENAVENTURA
SPECIFICATION NUMBER SDV16-007
Beach Fish House Exterior Siding Project**

1) Scope of Work

- a. The work to be performed shall consist of furnishing all materials, labor, tools and all other necessary equipment and supplies to perform a complete and thorough job to remove and replace all existing wood siding and trim and replace with a cementitious material that represents the original aesthetics of the structure on the South side and West side of the Beach Fish House restaurant.

2) General Requirements

- a. Demolition or remove for re-installation on South side and West side of restaurant.
 - i. Remove existing siding, window sills, flashing, and trim.
 - ii. Remove staircase tread, risers and hand rail on West side exterior and save for re-installation.
 - iii. On the South West corner, detach the fencing to provide access for removal and installation of new siding. Removal shall be careful to protect the fencing for re-installation and use.
 - iv. West side, detach the hand rail for removal and installation of new siding. Removal shall be careful to protect the railing for re-installation and use.
 - v. Remove all round nautical lights and save.
 - vi. Once the siding, trim, flashing, and waterproofing has been removed, the contractor shall provide 3 working days for the City to inspect the structure for dry rot or termite infestation.
 - vii. Exterior speakers will be removed, stored in a cool dry location and re-installed in same location on new siding. Owner may opt to replace with new.
- b. **Exclusions from Demolition**
 - i. Exclude all newly replaced level rails and the siding below patio glass which have recently been replaced.
- c. **Water Resistant Barrier**
 - i. Tyvek Commercial Building Wrap shall be applied as the water resistant barrier per manufactures specification.
- d. **Window Trim and Sill**
 - i. Window sills, trim around doors and windows, and accent pieces connecting doors and windows shall be painted Dunn Edwards Exterior Forest Green Q10.74X and shall match existing window trim.
 - ii. Install new 3.5-in x .75-in James Hardie wood trim.
 - iii. Install new James Hardie window sill as per plans, page A801, drawing 13 for more details and diagrams.
 - iv. Copper flashing above windows and doors will be installed per plans, page A801. Mechanical area of the second deck in the North/West corner: Contractor shall install a copper cap see plans, page A802.
 - v. Factory-specified clearances (and polyurethane paintable caulking) at abutting vertical trim on the building shall be adhered to per manufactures specifications.

e. Siding and Trim

- i. Install James Hardie HardiePlank, primed timber bark (as close to the color of the building as possible for better coverage?) cedar mill, lap, fiber cement, siding panel, .312-inch x 6.25-inch x 144-in to be painted Dunn Edwards Grey Brown-Okon#84.
- ii. Install James Hardie wood trim as shown in the plans; page A802 (included in this package).
- iii. Wood trim shall be painted Dunn Edwards's exterior Grey Brown-Okon#84.
- iv. Factory-specified clearances (Polyurethane paintable caulking) at abutting vertical trim on the building shall be adhered to per manufactures specifications.
- v. Refer to plans, page A801, A802 and A803 for more details and diagrams.

f. Stairway Tread

- i. Reinstall stairway tread, refer to plans, and page A401 for more details and diagrams. Fasten by using glue and Simpson strong tie deck screws hot dipped galvanized coated for marine and salt air environment.
- ii. The upper approach and all treads shall be marked by a safety yellow stripe of clearly contrasting color at least 2" wide and placed parallel to and not more than 1" from the nose of the step of landing. The stripe shall be slip resistant per manufactures recommendations.
- iii. Reinstall risers; fasten by using Simpson strong tie deck screws hot dipped galvanized coated for marine and salt air environment.
- iv. Seal gaps around risers with polyurethane caulking.
- v. Seal all wood stair members on all sides and edges prior to installation to ensure weather protection.
- vi. Reinstall exterior stair hand rails, refer to plans, and page A401 for more details and diagrams.

g. Exterior accessories

Exterior lighting that is removed shall be replaced with new Fixtures provided by the city.

- i. All exterior plugs, switches, and electrical devices allowing electrical cords to pass through the exterior siding will be replaced with new weather proof aluminum colored face plates. Contractor shall abide by all local codes and regulations for the removal and replacement of any electrical fixtures.

3) Environmental Requirements

- a. Contractor shall provide materials and use equipment that complies with all current requirements of the Environmental Protection Agency, California Air Resources Board (CARB), Ventura County Air Pollution Control District (APCD), and all other local, state or Federal agencies.

4) Warranty

- a. Each contractor shall guarantee, be responsible for, and make good any and all defects due to faults of his trade for labor, leaks or materials for a

period of one year min following the acceptance of the work by the owner and the city project supervisor.

- b. In addition to any manufactures warranty the Contractor shall provide the City with a written thirty (30) year warranty for the James Hardie siding and trim.
- c. Contractor shall provide a one year warranty for work performed; the start date of the warranty will be the Substantial Completion Date as accepted by the City.

5) Safety Precautions

- a. Within the scope of this work, it is intended that during construction and until final acceptance, strict attention will be given to all matters pertaining to public safety and safety of the construction workers. At all times the contractor shall have a staff member on site that has been designated the "Competent Person" to respond to all safety concerns or situations. Contractor shall adhere to all health and building safety requirements including but not limited to:
 - i. Proper securing of all fixtures, equipment, and materials.
 - ii. Adherence to "Lock out Tag out" Program.
 - iii. Use of arc flash protection while working on an exposed electrical panel.
 - iv. Erection and maintenance of suitable barriers, protective devices, lights, and warning signs.
 - v. If for any reason, such as space limitations, restrictive work schedules, etc., the required safety provisions for this work cannot be met, the situation shall be logged and reported to the City Representative for explicit instructions in writing as to how to proceed.

6) Materials

- a. All materials shall be new, listed and approved by Underwriters Laboratories, or other nationally recognized testing laboratories, and shall bear the inspection label where subject to such approval. Materials shall meet with the approval of the Division of Industrial Safety, State of California, and all governing bodies having jurisdiction. Materials shall be manufactured in accordance with applicable standards established by ANSI, NEMA, and/or NFPA.
- b. Where ever in this specification any material or process is indicated it is for the purpose of facilitating the description of the material or process deemed equivalent by the City Project Supervisor to that material or process indicated or specified.

7) Submittals

Submittals shall be submitted for approval prior to notice to proceed is given.

- a. James Hardie plank siding.
- b. James Hardie window trim and sill.
- c. Simpson strong tie fastening hardware.

8) Delivery and Storage

- a. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

- b. Provide adequate provisions for storage and protection of all work, materials, and equipment. Staging area shall be designated by the City's Project Supervisor.

9) Inspections

- a. Prior to the start of work, Contractor shall provide shop drawings and hardware submittals for approval and coordinate with Patrick Stock, City of Ventura, Facilities, or his designee, at (805) 766-7632.
- b. Prior to the start of work, Contractor shall provide a work schedule detailing the tasks and time schedule to perform this work. The City Representative shall approve the work schedule.
- c. Work shall be performed with the least amount of interruption to the public and building occupants.
- d. Work shall be performed between the hours of 7:00 a.m. and 5:00 p.m.
- e. Contractor shall secure the building at the end of the work day or provide security service.
- f. A pre-construction meeting shall be scheduled at a time designated by the City Representative.
- g. Upon completion of the project the Contractor shall contact Patrick Stock, Facilities, or his designee, at (805) 766-7632, for final inspection of project before leaving site.

10) Performance

- a. Completion of the project will be determined when the scope of work is completed and all exterior holes and gaps are sealed as per manufactures recommendation for aesthetics and weather proofing, all reports and inspections are complete, and when the Project Supervisor accepts the work upon completion of inspection and sign off of Building Permit.
- b. Repair and replace all property damaged by work under this project to the satisfaction of the City Project Supervisor.

11) Miscellaneous

- a. Work shall comply with all Federal, State, and local codes and regulations.
- b. Contractor shall have a current City of Ventura business license.
- c. Contractor shall obtain a "No Fee" permit for siding and electrical work from the City of Ventura, Building and Safety Department at 501 Poli St., prior to commencement of work.
- d. During progress of work, maintain premises free of unnecessary accumulation of tools, equipment, surplus materials and debris. All work performed shall be scheduled to have a minimal amount of disruption to restaurant business.
- e. At completion of the workday, the work site shall be cleaned and free from debris and all waste shall be properly disposed or recycled.
- f. Contractor shall recycle all recyclable waste material.
- g. Contractor shall notify the Project manager, Patrick Stock, Project Supervisor, at (805) 766-7632 forty eight (48) hours in advance of any planned interruptions of utilities or building systems.
- h. Contractor shall be responsible for repairing any damage that may occur during this work and shall repair the damaged item to its original condition.

Patching, painting, or repairs of the structure shall be smooth, free from defects and shall match existing color and surface texture.

- i. Contractor shall be responsible for all field measurements of siding, window sill and trim material.
- j. Contractor shall be responsible for investigating all conduits and pipes running thru any wall that will impact siding installation.
- k. The City prohibits ANY products containing asbestos.
- l. Contractor shall have a current General Contractors B license issued by California Contractors State License Board and shall have a current DIR (Department of Industrial Relations) number. Successful Contractor shall have five (5) years' experience with similar projects.
- m. Siding and Trim Note: James Hardie Technical Bulletin No. 8 Excerpting from the company's data, Fiber cement (complying with ASTM C1186), as do all building materials, expands and contracts with changes in relative humidity and temperature. James Hardie recommends designing for this type of movement on buildings with long runs of continuous siding. Coefficient of Thermal Expansion (COTE) per ASTM E228 is:
Longitudinal COTE = 6.7×10^{-6} in/in ° F
Transverse COTE = 7.65×10^{-6} in/in ° F
Moisture movement per ASTM C1185 (30% RH to 90% RH) is: 0.05% of length. [18]
Note that this rather modest total moisture movement over the length of the siding product refers to cyclic movement due to normal moisture conditions in a properly stored, installed, coated, sealed, and flashed product.
Siding and Trim will be installed with the following in mind as per James Hardie:
 - i. Improper siding installation (leaving gaps where they should not be)
 - ii. Siding shrinkage (probably excessive product moisture at the time of installation)
 - iii. Thermal movement of siding.
- n. Siding will be installed dry, and free of damage from shipping or storage. All Product will be separated and stored in a dry location until dry if necessary.

DuPont Building Innovations
4417 Lancaster Pike
Chestnut Run Plaza 721
Wilmington, DE 19805
1-800-448-9835
www.construction.TYVEK.com

March 2009

Product and System Specifications **DuPont™ Tyvek® CommercialWrap®**

Specifier Note: The purpose of this guide specification is to assist the specifier in correctly specifying high-performance weather barrier products and execution. The specifier needs to edit these guide specifications to fit the needs of each specific project. Contact a DuPont™ Tyvek® Specialist to assist in appropriate product selections. Throughout the guide specification, there are Specifier Notes to assist in editing of the file.

References have been made within the text of the specification to CSI MasterFormat 2004 Section numbers and titles. The specifier needs to coordinate these numbers and titles with sections included for the specific project. Brackets []; "AND/OR"; and "OR" have been used to indicate when a selection is required.

This guide is for commercial applications using a non-woven, spunbonded polyolefin sheet air and moisture barrier assembly. This high-performance barrier is non-perforated, without visible holes or voids, designed to help stop the passage of bulk water and airflow movement, yet it is vapor permeable. This weather barrier assembly offers a balance of properties and protection for the building envelope by providing a lightweight barrier that will resist wind, water, abrasion, tearing, puncturing, and UV exposure for up to 9 months.

This high performance weather barrier is specifically for above grade, vertical wall surfaces where the wall assembly may consist of any of the following: exterior gypsum sheathing, exterior plywood sheathing, oriented strand board (OSB) sheathing, stud walls with no sheathing and masonry.

SECTION 07 25 00 **WEATHER BARRIERS** **DuPont™ Tyvek® CommercialWrap®**

PART 1 - GENERAL

1.1 SECTION INCLUDES

(Specifier Note: "Weather barrier assembly" has been used throughout the document. A weather barrier is a weather-resistant membrane for vertical building envelope protection that will maintain air/moisture resistance while maintaining moisture-vapor permeability. The assembly consists of the following four components.)

- A. Weather barrier membrane (DuPont™ Tyvek® CommercialWrap®)
- B. Seam Tape (DuPont™ Tyvek® Tape)
- C. Flashing (DuPont™ FlexWrap™, DuPont™ FlexWrap™ NF, DuPont™ StraightFlash™, DuPont™ StraightFlash™ VF, and/or DuPont™ Thru-Wall Flashing)

Project Name/Project Number/20-Oct-16

07 25 00

Weather Barriers
DuPont™ Tyvek® CommercialWrap®

D. Fasteners (DuPont™ Tyvek® Wrap Caps)

1.2 REFERENCES

A. ASTM International

1. ASTM C920; Standard Specification for Elastomeric Joint Sealants
2. ASTM C1193; Standard Guide for Use of Joint Sealants
3. ASTM D882; Test Method for Tensile Properties of Thin Plastic Sheeting
4. ASTM D1117; Standard Guide for Evaluating Non-woven Fabrics
5. ASTM E84; Test Method for Surface Burning Characteristics of Building Materials
6. ASTM E96; Test Method for Water Vapor Transmission of Materials
7. ASTM E1677; Specification for Air Retarder Material or System for Framed Building Walls
8. ASTM E2178; Test Method for Air Permeance of Building Materials
9. ASTM E2357; Standard Test Method for Determining Air Leakage of Air Barrier Assemblies

B. AATCC – American Association of Textile Chemists and Colorists

1. Test Method 127 Water Resistance: Hydrostatic Pressure Test

C. TAPPI

1. Test Method T-410; Grams of Paper and Paperboard (Weight per Unit Area)
2. Test Method T-460; Air Resistance (Gurley Hill Method)

1.3 SUBMITTALS

(Specifier Note: When project is being submitted for USGBC LEED™ certification, contact a DuPont™ Tyvek® Specialist for assistance in determining how the use of DuPont™ Tyvek® CommercialWrap® can assist in obtaining points. ADD submittal requirements as required.)

- A. Refer to Section [01 33 00 Submittal Procedures] [insert section number and title].
- B. Product Data: Submit manufacturer current technical literature for each component.
- C. Samples: Weather Barrier Membrane, minimum 8-1/2 inches by 11 inch.
- D. Quality Assurance Submittals

(Specifier Note: DELETE Design Data, Test Report submittal requirements when proprietary specification is used and can be held. MAINTAIN Design Data, Test Report submittal requirement when other products may be submitted for substitution.)

1. Design Data, Test Reports: Provide manufacturer test reports indicating product compliance with indicated requirements.
2. Manufacturer Instructions: Provide manufacturer's written installation instructions.

(Specifier Note: Manufacturer field service reports are mandatory for projects where the DuPont™ Weatherization Products 10 Year Limited Product and Labor Warranty is specified and recommended for all projects using DuPont™ Tyvek® CommercialWrap®. Requirement may be DELETED if DuPont Warranty is not specified.)

3. Manufacturer's Field Service Reports: Provide site reports from authorized field service representative, indicating observation of weather barrier assembly installation.

E. Closeout Submittals

Project Name/Project Number/20-Oct-16

07 25 00

Weather Barriers
DuPont™ Tyvek® CommercialWrap®

1. Refer to Section [01 78 00 Closeout Submittals] [insert section number and title].

(Specifier Note: If DuPont™ Weatherization Products 10 Year Limited Product and Labor Warranty is not specified, DELETE warranty requirement below.)

2. **Weather Barrier Warranty:** Manufacturer's executed warranty form with authorized signatures and endorsements indicating date of Substantial Completion.

1.4 QUALITY ASSURANCE

A. Qualifications

1. Installer shall have experience with installation of commercial weather barrier assemblies under similar conditions.
2. Installation shall be in accordance with weather barrier manufacturer's installation guidelines and recommendations.
3. **Source Limitations:** Provide commercial weather barrier and accessory materials produced by single manufacturer.

B. Mock-up

(Specifier Note: Mock-ups are mandatory for projects where the DuPont™ Weatherization Products 10 Year Limited Product and Labor Warranty is specified and recommended for all projects using DuPont™ Tyvek® CommercialWrap®. Requirement may be DELETED if DuPont Warranty is not specified. EDIT mock-up requirements for specific project.)

1. Install mock-up using approved weather barrier assembly including fasteners, flashing, tape and related accessories per manufacturer's current printed instructions and recommendations.
 - a. Mock-up size: [10 feet by 10 feet] [insert size].
 - b. Mock-up Substrate: Match wall assembly construction, including window opening.
 - c. Mock-up may [not] remain as part of the work.

(Specifier Note: Visual inspection by manufacturer's designated representative is mandatory for projects where the DuPont™ Weatherization Products 10 Year Limited Product and Labor Warranty is specified and recommended for all projects using DuPont™ Tyvek® CommercialWrap®. Requirement may be DELETED if DuPont Warranty is not specified.)

2. Contact manufacturer's designated representative prior to weather barrier assembly installation, to perform required mock-up visual inspection and analysis as required for warranty.

C. Pre-installation Meeting

1. Refer to Section [01 31 19 Project Meetings] [insert section number and title].

(Specifier Note: A pre-installation meeting is mandatory for projects where the DuPont™ Weatherization Products 10 Year Limited Product and Labor Warranty is specified and recommended for all projects using DuPont™ Tyvek® CommercialWrap®. Requirement may be DELETED if DuPont Warranty is not specified.)

2. Hold a pre-installation conference, two weeks prior to start of weather barrier installation. Attendees shall include Contractor, Architect, Engineer, Installer, Owner's Representative, and Weather Barrier Manufacturer's Designated Representative.
3. Review all related project requirements and submittals, status of substrate work and preparation, areas of potential conflict and interface, availability of weather barrier assembly materials and

components, installer's training requirements, equipment, facilities and scaffolding, and coordinate methods, procedures and sequencing requirements for full and proper installation, integration and protection.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Refer to Section [01 60 00 Product Requirements] [insert section number and title].
- B. Deliver weather barrier materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Store weather barrier materials as recommended by weather barrier manufacturer.

1.6 SCHEDULING

(Specifier Note: The preferred order of installation for DuPont™ Tyvek® CommercialWrap® is prior to the installation of windows and doors.)

- A. Review requirements for sequencing of installation of weather barrier assembly with installation of windows, doors, louvers and flashings to provide a weather-tight barrier assembly.
- B. Schedule installation of weather barrier materials and exterior cladding within nine months of weather barrier assembly installation.

1.7 WARRANTY

- A. Refer to Section [01 78 36 Warranties] [insert section number and title].

(Special manufacturer warranty program - The DuPont™ Weatherization Products 10 Year Limited Product And Labor Warranty Program is project specific and requires pre-installation meetings and jobsite observations by the manufacturer. Include warranty language only when manufacturer's limited product and labor warranty program is to be used. The DuPont™ Weatherization Products 10 Year Limited Product And Labor Warranty Program is subject to use of manufacturer's recommended installation methods, required pre-construction meetings and observation visits during installation along with required submittal and post installation documentation process. Please refer to: www.construction.TYVEK.com for complete details on the DuPont™ Weatherization Products 10 Year Limited warranty programs.)

- B. Special Warranty

- 1. Special weather-barrier manufacturer's warranty for weather barrier for a period of ten (10) years from date of purchase.
- 2. Pre-installation meetings and jobsite observations by weather barrier manufacturer for warranty are required.
- 3. Warranty Areas: [Describe specific areas of work protected and areas of work excluded as required by project conditions].

PART 2 - PRODUCTS

(Specifier Note: Product Information is proprietary to DuPont™ Tyvek® CommercialWrap®. If additional products are required for competitive procurement, contact DuPont Building Innovations for assistance.)

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07 25 00

Weather Barriers
DuPont™ Tyvek® CommercialWrap®

2.1 MANUFACTURER

- A. DuPont; 4417 Lancaster Pike, Chestnut Run Plaza 728, Wilmington, DE 19805; 1-800-44-TYVEK (8-9835); <http://www.construction.tyvek.com>

2.2 MATERIALS

- A. Basis of Design: spunbonded polyolefin, non-woven, non-perforated, weather barrier is based upon DuPont™ Tyvek® CommercialWrap® and related assembly components.
- B. Performance Characteristics:
1. Air Penetration: 0.001 cfm/ft² at 75 Pa, when tested in accordance with ASTM E2178. Type I per ASTM E1677. ≤0.04 cfm/ft² at 75 Pa, when tested in accordance with ASTM E2357
 2. Water Vapor Transmission: 28 perms, when tested in accordance with ASTM E96, Method B.
 3. Water Penetration Resistance: 280 cm when tested in accordance with AATCC Test Method 127.
 4. Basis Weight: 2.7 oz/yd², when tested in accordance with TAPPI Test Method T-410.
 5. Air Resistance: Air infiltration at >1500 seconds, when tested in accordance with TAPPI Test Method T-460.
 6. Tensile Strength: 38/35 lbs/in., when tested in accordance with ASTM D882, Method A.
 7. Tear Resistance: 12/10 lbs., when tested in accordance with ASTM D1117.
 8. Surface Burning Characteristics: Class A, when tested in accordance with ASTM E 84. Flame Spread: 10, Smoke Developed: 10.

2.3 ACCESSORIES

- A. Seam Tape: 3 inch wide, DuPont™ Tyvek® Tape for commercial applications.

B. Fasteners:

(Specifier Note: Fasteners are dependent upon substrate construction. More than one type of fastener may be required on a single project. REVIEW construction conditions and DELETE fasteners that are unnecessary.)

1. (Specifier Note: Steel Frame Construction) DuPont™ Tyvek® Wrap Cap Screws, as distributed by DuPont: 1-5/8 inch rust resistant screw with 2-inch diameter plastic cap or manufacturer approved 1-1/4" or 2" metal gasketed washer

AND/OR

2. (Specifier Note: Wood Frame Construction) Tyvek® Wrap Caps, as distributed by DuPont: #4 nails with large 1-inch plastic cap fasteners, or 1-inch plastic cap staples with leg length sufficient to achieve a minimum penetration of 5/8-inch into the wood stud.

AND/OR

3. (Specifier Note: Masonry Construction) Masonry tap-con fasteners with Tyvek® Wrap Caps as distributed by DuPont: 2-inch diameter

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DuPont™ Tyvek® CommercialWrap®

plastic cap fasteners.

C. Sealants

(Specifier Note: Sealants compatible with weather barrier assembly may be specified in this section or in Division 07 sealants section. DELETE paragraphs 2 and 3 when sealants are specified in Division 07.)

1. Refer to Section [07 92 00 Joint Sealants] [insert section number and title].

OR

2. Provide sealants that comply with ASTM C920, elastomeric polymer sealant to maintain watertight conditions.

(Specifier Note: Sealant products listed have been tested for compatibility and intermittent contact with DuPont weather barrier materials. EDIT for specific project as appropriate when sealants are specified within this section.)

3. Products:

- a. DuPont™ Commercial Sealant
- c. DuPont™ Residential Sealant
- b. Sealants recommended by the weather barrier manufacturer.

D. Adhesives:

1. Provide adhesive recommended by weather barrier manufacturer.

(Specifier Note: Products listed below are only recommendations for inclusion when required and should be EDITED for specific project.)

2. Products:

- a. Liquid Nails® LN-109
- b. Denso Butyl Liquid
- c. 3M High Strength 90

(Specifier Note: SIA product meets California VOC requirements.)

- d. SIA 655
- e. Adhesives recommend by the weather barrier manufacturer.

E. Primers:

1. Provide flashing manufacturer recommended primer to assist in adhesion between substrate and flashing.

(Specifier Note: Products listed below are only recommendations for inclusion when required and should be EDITED for specific project.)

2. Products:

- a. 3M High Strength 90
- b. Denso Butyl Spray

(Specifier Note: SIA product meets California VOC requirements.)

- c. SIA 655
- d. Permagrip 105

- e. ITW TACC Sta' Put SPH
- f. Primers recommended by the flashing manufacturer

F. Flashing

(Specifier Note: Flashing is dependent upon construction conditions. DELETE flashing products that are unnecessary and inappropriate for specific project.)

1. DuPont™ FlexWrap™, as distributed by DuPont: flexible membrane flashing materials for window openings and penetrations.

AND/OR

2. DuPont™ FlexWrap™ NF, as distributed by DuPont: flexible membrane flashing materials for window openings and penetrations.

AND/OR

3. DuPont™ StraightFlash™, as distributed by DuPont: straight flashing membrane materials for flashing windows and doors and sealing penetrations such as masonry ties, etc.

AND/OR

4. DuPont™ StraightFlash™ VF, as distributed by DuPont: dual-sided straight flashing membrane materials for brick mold and non-flanged windows and doors.

AND/OR

5. DuPont™ Thru-Wall Surface Adhered Membrane with Integrated Drip Edge: Thru-Wall flashing membrane materials for flashing at changes in direction or elevation (shelf angles, foundations, etc.) and at transitions between different assembly materials.

AND/OR

6. Preformed Inside and Outside Corners and End Dams as distributed by DuPont: Preformed three-dimensional shapes to complete the flashing system used in conjunction with DuPont™ Thru-Wall Flashing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify substrate and surface conditions are in accordance with weather barrier manufacturer recommended tolerances prior to installation of weather barrier and accessories.

3.2 INSTALLATION – WEATHER BARRIER

- A. Install weather barrier over exterior face of exterior wall substrate in accordance with manufacturer recommendations.
- B. Install weather barrier prior to installation of windows and doors.
- C. Start weather barrier installation at a building corner, leaving 6-12 inches of weather barrier extended beyond corner to overlap.
- D. Install weather barrier in a horizontal manner starting at the lower portion of the wall surface with subsequent layers installed in a shingling manner to overlap lower layers. Maintain weather barrier plumb and level.

E. Sill Plate Interface: Extend lower edge of weather barrier over sill plate interface 3-6 inches. Secure to foundation with elastomeric sealant as recommended by weather barrier manufacturer.

F. Window and Door Openings: Extend weather barrier completely over openings.

G. Overlap weather barrier

1. Exterior corners: minimum 12 inches.
2. Seams: minimum 6 inches.

H. Weather Barrier Attachment:

(Specifier Note: Attachment method is dependent upon substrate construction. DELETE methods that are unnecessary and inappropriate for specific project.)

1. (Specifier Note: Steel or Wood Frame Construction) Attach weather barrier to studs through exterior sheathing. Secure using weather barrier manufacturer recommended fasteners, space 12 -18 inches vertically on center along stud line, and 24 inch on center, maximum horizontally.

AND/OR

2. (Specifier Note: Masonry Construction) Attach weather barrier to masonry. Secure using weather barrier manufacturer recommended fasteners, spaced 12-18 inches vertically on center and 24 inches maximum horizontally. Weather barrier may be temporarily attached to masonry using recommended adhesive, placed in vertical strips spaced 24 inches on center, when coordinated on the project site.

(Specifier Note: Cladding anchors, supports and fasteners will likely be specified in the section including the cladding. COORDINATE the inclusion of the following paragraph in the appropriate specification section. With weather barrier manufacturer's approval cladding anchors can be used to fasten the weather barrier.)

- I. Apply 4 inch by 7 inch piece of DuPont™ StraightFlash™ or weather barrier manufacturer approved alternate to weather barrier membrane prior to the installation cladding anchors.

3.3 SEAMING

- A. Seal seams of weather barrier with seam tape at all vertical and horizontal overlapping seams.
- B. Seal any tears or cuts as recommended by weather barrier manufacturer.

(Specifier Note: Opening preparation and flashing installation is dependent upon the construction of the opening and construction of the window. DELETE execution requirements that are not appropriate for specific project. COORDINATE proper design and detailing at windows, doors and other openings or intersections for proper flashing in accordance with window manufacturer guidelines, industry standards and best flashing and waterproofing practices.)

(Specifier Note: MAINTAIN the following opening preparation and flashing articles when used in conjunction with non-flanged windows.)

3.4 OPENING PREPARATION (for use with non-flanged windows – all cladding types)

- A. Flush cut weather barrier at edge of sheathing around full perimeter of opening.
- B. Cut a head flap at 45-degree angle in the weather barrier at window head to expose 8 inches of sheathing. Temporarily secure weather barrier flap away from sheathing with tape.

3.5 FLASHING (for use with non-flanged windows – all cladding types)

(Specifier Note: DuPont recommends the use of the 7-inch wide DuPont™ FlexWrap™ with 2 by 4 framing and 9-inch wide DuPont™ FlexWrap™ with 2 by 6 framing.)

- A. Cut [7-inch] [9-inch] wide DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF a minimum of 12 inches longer than width of sill rough opening. Apply primer as required by manufacturer.
- B. Cover horizontal sill by aligning DuPont™ FlexWrap™ edge with inside edge of sill. Adhere to rough opening across sill and up jambs a minimum of 6 inches. Secure flashing tightly into corners by working in along the sill before adhering up the jambs.
- C. Fan DuPont™ FlexWrap™ at bottom corners onto face of wall. Firmly press in place. Mechanically fasten fanned edges. Mechanical fastening is not required for DuPont™ FlexWrap™ NF.
- D. Apply 9-inch wide strips of DuPont™ StraightFlash™ at jambs. Align flashing with interior edge of jamb framing. Start DuPont™ StraightFlash™ at head of opening and lap sill flashing down to the sill.
- E. Spray-apply primer to top 6 inches of jambs and exposed sheathing.
- F. Install DuPont™ FlexWrap™ DuPont™ FlexWrap™ NF at opening head using same installation procedures used at sill. Overlap jamb flashing a minimum of 2 inches.
- G. Coordinate flashing with window installation.
- H. On exterior, install backer-rod in joint between window frame and flashed rough framing. Apply sealant at jambs and head, leaving sill unsealed. Apply sealants in accordance with sealant manufacturer's instructions and ASTM C 1193.
- I. Position weather barrier head flap across head flashing. Adhere using 4-inch wide DuPont™ StraightFlash™ over the 45-degree seams.
- J. Tape top of window in accordance with manufacturer recommendations.
- K. On interior, install backer rod in joint between frame of window and flashed rough framing. Apply sealant around entire window to create air seal. Apply sealant in accordance with sealant manufacturer's instructions and ASTM C 1193.

(Specifier Note: MAINTAIN the following open preparation and flashing articles when used in conjunction with flanged windows and doors. See further information on using DuPont™ StraightFlash™ VF with non-flanged or brick mold windows or doors as required.)

3.6 OPENING PREPARATION (for use with flanged windows)

- A. Cut weather barrier in an "I-cut" pattern. A modified I-cut is also acceptable.
 - 1. Cut weather barrier horizontally along the bottom and top of the window opening.
 - 2. From the top center of the window opening, cut weather barrier vertically down to the sill.
 - 3. Fold side and bottom weather barrier flaps into window opening and fasten.
- B. Cut a head flap at 45-degree angle in the weather barrier at window head to expose 8 inches of sheathing. Temporarily secure weather barrier flap away from sheathing with tape.

3.7 FLASHING (for use with flanged windows)

(Specifier Note: DuPont recommends the use of the 7-inch wide DuPont™ FlexWrap™ with 2 by 4 framing and 9-inch wide DuPont™ FlexWrap™ with 2 by 6 framing.)

- A. Cut [7-inch] [9-inch] wide DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF a minimum of 12 inches longer than width of sill rough opening.
- B. Cover horizontal sill by aligning DuPont™ FlexWrap™ edge with inside edge of sill. Adhere to rough opening across sill and up jambs a minimum of 6 inches. Secure flashing tightly into corners by working in along the sill before adhering up the jambs.
- C. Fan DuPont™ FlexWrap™ at bottom corners onto face of wall. Firmly press in place. Mechanically fasten fanned edges. Mechanical fastening is not required for DuPont™ FlexWrap™ NF.
- D. On exterior, apply continuous bead of sealant to wall or backside of window mounting flange across jambs and head. Do not apply sealant across sill.
- E. Install window according to manufacturer's instructions.
- F. Apply 4-inch wide strips of DuPont™ StraightFlash™ at jambs overlapping entire mounting flange. Extend jamb flashing 1-inch above top of rough opening and below bottom edge of sill flashing.
- G. Apply 4-inch wide strip of DuPont™ StraightFlash™ as head flashing overlapping the mounting flange. Head flashing should extend beyond outside edges of both jamb flashings.
- H. Position weather barrier head flap across head flashing. Adhere using 4-inch wide DuPont™ StraightFlash™ over the 45-degree seams.
- I. Tape head flap in accordance with manufacturer recommendations.
- J. On interior, install backer rod in joint between frame of window and flashed rough framing. Apply sealant around entire window to create air seal. Apply sealant in accordance with sealant manufacturer's instructions and ASTM C 1193.

3.8 THRU-WALL FLASHING INSTALLATION

- A. Apply primer per manufacturer's written instructions.
- B. Install preformed corners and end dams bedded in sealant in appropriate locations along wall.
- C. Starting at a corner, remove release sheet and apply membrane to primed surfaces in lengths of 8 to 10 feet.
- D. Extend membrane through wall and leave ¼ inch minimum exposed to form drip edge.
- E. Roll flashing into place. Ensure continuous and direct contact with substrate.
- F. Lap ends and overlap preformed corners 4 inches minimum. Seal all laps with sealant.

(Specifier Note: DELETE paragraph below if a metal drip edge is not required.)

- G. Trim exterior edge of membrane 1-inch and secure metal drip edge per manufacturer's written instructions.

(Specifier Note: DELETE option below when not required for project.)

- H. Terminate membrane on vertical wall. [Terminate into reglet, counterflashing or with termination bar.]
- I. Apply sealant bead at each termination.

(Specifier Note: DELETE remaining installation paragraphs below not required for project. Coordinate with accessories named in Part 2 above.)

3.9 THRU-WALL FLASHING / WEATHER BARRIER INTERFACE AT BASE OF WALL

- A. Overlap thru-wall flashing with weather barrier by 6-inches.
- B. Mechanically fasten bottom of weather barrier through top of thru-wall flashing.
- C. Seal vertical and horizontal seams with tape or sealing membrane.

3.10 THRU-WALL FLASHING / WEATHER BARRIER INTERFACE AT SHELF ANGLE

- A. Seal weather barrier to bottom of shelf angle with sealing membrane.
- B. Apply thru-wall flashing to top of shelf angle. Overlap thru-wall flashing with weather barrier by 6-inches.
- C. Seal bottom of weather barrier to thru-wall flashing with tape or sealing membrane.

3.11 THRU-WALL FLASHING / WEATHER BARRIER INTERFACE AT WINDOW HEAD

- A. Cut flap in weather barrier at window head.
- B. Prime exposed sheathing.
- C. Install lintel as required. Verify end dams extend 4 inches minimum beyond opening.
- D. Install end dams bedded in sealant.
- E. Adhere 2 inches minimum thru-wall flashing to wall sheathing. Overlap lintel with thru-wall flashing and extend ¼ inch minimum beyond outside edge of lintel to form drip edge.
- F. Apply sealant along thru-wall flashing edges.
- G. Fold weather barrier flap back into place and tape bottom edge to thru-wall flashing.
- H. Tape diagonal cuts of weather barrier.
- I. Secure weather barrier flap with fasteners.

3.12 FIELD QUALITY CONTROL

(Specifier Note: Field observation by a manufacturer designated representative is mandatory for projects where the DuPont™ Weatherization Products 10 Year Limited Product and Labor Warranty is specified and recommended for all commercial projects using DuPont™ Tyvek® CommercialWrap®. Requirement may be DELETED if DuPont Warranty is not specified.)

- A. Notify manufacturer's designated representative to obtain [required] periodic observations of weather barrier assembly installation.

3.14 PROTECTION

- A. Protect installed weather barrier from damage.

END OF SECTION

DISCLAIMER:

DuPont Building Innovations Guide Specifications have been written as an aid to the professionally qualified specifier and design professional. The use of this guideline specification requires the sole professional judgment and expertise of the qualified specifier and design professional to adapt the information to the specific needs for the building owner and the project, to coordinate with their construction document process, and to meet all the

applicable building codes, regulations and laws. DUPONT EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF THIS PRODUCT FOR THE PROJECT.

Please contact your local DuPont™ Tyvek® Specialist at 1-800-44-Tyvek or visit www.construction.tyvek.com

BID SHEET – ITB No. B-130000351 Beach Fish House Exterior Siding Project

1. Replace Siding, Trim and exterior accessories on South side \$ _____

2. Replace Siding, Trim and exterior accessories on West side \$ _____

3. Hourly Rate for additional work \$ _____

4. Material Markup for additional materials _____ %

5. Discount for awarding both sides in one contract \$ _____

Depending on funding availability, either one side or two sides will be included in the award of contract.

AUTHORIZATION SHEET

ITB BID NO. B- 130000351 Beach Fish House Exterior Siding Project

1. City Business License No. _____ (Required for Successful Bidder)
2. Contractor License No. _____ Class B License Required
3. Taxpayer I.D. No. _____
4. If awarded how many days until you can start work? _____ Work days
5. How many days to complete work? _____ Work days
6. Price, terms and any other conditions quoted shall remain valid and in effect ____ days from bid opening date (minimum of 60 days).
7. Discount for payment of invoice within 30 days of receipt is ____%.
8. This is to certify that I have carefully reviewed the City of San Buenaventura's Bid, Instruction to Vendors, General Provisions including applicable insurance requirements, and attached specifications on Invitation to Bid No. B-130000351 and agree to full compliance with the terms and conditions included therein unless otherwise clearly indicated in writing any exception my firm is making to these specifications. Therefore, I, the undersigned, hereby agree to **Beach Fish House Exterior Siding Project**, proposal in the quotation complete as specified, if awarded this bid, within the time specified and at the price quoted therein and without any additional charges to the City of San Buenaventura.

COMPANY NAME

PHONE NUMBER

FAX NUMBER

COMPLETE MAILING ADDRESS

EMAIL ADDRESS

NAME AND TITLE OF AUTHORIZED COMPANY OFFICIAL

SIGNATURE

DATE