AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2021197
ROOFING REPAIR AND INSTALLATION SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Jess Romney, NIGP-CPP, CPPB Procurement Officer II
E-Mail	Jess.Romney@MesaAZ.gov
Phone	(480) 644-5798

With a copy to: City of Mesa – PRCF
Attn: Barry Lougheed
Facilities Maintenance Supervisor
P.O. Box 1466
Mesa, AZ 85211-1466
Barry.Lougheed@MesaAZ.gov

AND

PROGRESSIVE SERVICES, INC. dba PROGRESSIVE ROOFING, ("Contractor")

Mailing Address	23 N 35th Ave
	Phoenix, AZ 85009
Remit to Address	
Attention	Mark Farrell President
E-Mail	Mark.Farrell@ProgessiveUS.com
Phone	(602) 278-4900
Fax	(602) 278-6896

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 31st day of August 2021, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **Progressive Services, Inc. dba Progressive Roofing**, a(n) Arizona corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2021197** ("Solicitation") for **Roofing Repair and Installation Services**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **September 1, 2021** and ending on **August 31, 2024**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

   The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

   a. Agreement
   b. Exhibits
      1. Mesa Standard Terms & Conditions
      2. Scope of Work
      3. Other Exhibits not listed above
   c. Solicitation including any addenda
   d. Contractor Response

5. **Payment**.

   5.1 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

      a. Contractor name, address, and contact information;
      b. City billing information;
      c. City contract number as listed on the first page of the Agreement;
      d. Invoice number and date;
      e. Payment terms;
      f. Date of service or delivery;
      g. Description of materials or services provided;
      h. If materials provided, the quantity delivered and pricing of each unit;
      i. Applicable Taxes;
      j. If applicable, mileage or travel costs; and
      k. Total amount due.

   5.2 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

   5.3 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**.

   6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $3 million per occurrence/$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit B**.

9. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

   a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

   b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

   c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

   d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions**. **Exhibit B** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:

    - (A) Scope of Work
    - (B) Mesa Standard Terms and Conditions
    - (C) Polyurethane Foam and Coating and Re-Coating

13. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

14. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

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

CITY OF MESA, ARIZONA

By: _____

_____
Printed Name

_____
Title

_____
Date

PROGRESSIVE SERVICES, INC.
dba PROGRESSIVE ROOFING

By: _____

Mark Farrell
Printed Name

President
Title

8-19-21
Date

REVIEWED BY:

By: _____
Jess Romney, NIGP-CPP, CPPB
Procurement Officer II

EXHIBIT A
SCOPE OF WORK

1. **DEFINITION OF TERMS:** For the purpose of this Agreement, the following words and terms shall be defined as hereinafter set forth:

   1.1 "Agreement" shall mean this contract with the City of Mesa for Roofing Services.
   1.2 "City" shall mean the City of Mesa, Arizona, its officers, employees, or representatives.
   1.3 "Contract Boundaries" shall mean the area within the perimeter of each individual contract service area described and listed in this original agreement or later added by change order.
   1.4 "Contractor" shall mean the person, corporation, or partnership contracted to Roofing Services under this Agreement.
   1.5 "May" shall mean permissive.
   1.6 "Should" shall mean expected.
   1.7 "Shall" shall mean mandatory.
   1.8 "Routine Work" shall mean all work tasks/requirements described in the Detailed Specifications Section of this contract for each site, or those added by change order.
   1.9 "Corrective Work" shall mean any requested work tasks the City finds to be incomplete, deficient, or unsatisfactory that must be rectified by the Contractor.
   1.10 "Withholding Notice" a notice used to inform the Contractor of unsatisfactory work performance, correction time limits, and deduction amounts if not satisfactorily resolved.
   1.11 "Release" is the notice issued to the Contractor that demonstrates Withholding deficiencies have been corrected to the City's satisfaction.
   1.12 "Deduction" shall mean money that is deducted from the Contractor's invoice as a result of unsatisfactory performance of services that were not satisfactorily corrected.
   1.13 "Nonperformance Fee" shall mean a predetermined amount of money that must be paid as damages for failure to perform under a contract.

2. **PROJECT SPECIFICATIONS:** Unless otherwise specified, service for routine contract pay items and special work items shall include furnishing all labor, supervision, equipment, tools, fuel, materials (unless provided by the City in accordance with these documents), insurance, bonding, and all other items incidental thereto which are necessary to perform the work as specified. The Contractor shall provide a yard for parking, maintenance, and storage of supplies and equipment at a site other than on City property and at no added cost to the City.

3. **VANDALISM AND VEHICLE ACCIDENTS:** If an accident occurs while performing work on City or Mesa Public Schools property, the Contractor shall report the accident to the City within two (2) working hours of discovery. All cases of vandalism shall be reported to the City immediately. The City will review the situation and determine the appropriate course of action.

4. **DISPOSAL OF DEBRIS, TRASH, OR OTHER WASTE:** All debris, trash or other waste that is accumulated or generated from the work performed under this Agreement shall be removed from the Contract Sites. Using City waste receptacles are prohibited. The transport and disposal of said materials shall be in compliance with federal, state, county, and City laws and regulations.

   The Contractor is solely responsible for any disposal fees (dumping charges), incurred due to routine work. Fees for disposal of debris accumulated from extra work or emergency response work shall be listed as "Extra" or "Emergency Response Work" on the invoices as a separate item to be reimbursed by the City. The disposal must be at an authorized landfill. Disposal costs greater than the areas current fee range will be the responsibility of the Contractor. A copy of the disposal fee invoice must be submitted with the extra work invoice to receive payment.

5. **CONTRACTOR/CITY COMMUNICATIONS:**

   5.1 **Local Office.** Throughout the period of this contract, the Contractor shall establish and

maintain a local office and an authorized managing agent. The local office shall be within a one (1) hour drive time from the contract area.

Contractor's local managing agent shall serve as the point of contact for dealing and communicating with the City. Upon City request, the General Manager, President, or their designee shall meet with City representatives within twenty-four (24) hours of receiving notice.

5.2 **City Contact.** The Contractor's primary contact will be the Parks, Recreation and Community Facilities (PRCF) Contract Specialist or authorized City representative in all matters pertaining to change orders, invoice authorization, schedule approvals or daily performance of this contract.

5.3 **Field Supervisor.** The Contractor shall furnish one (1) qualified field supervisor that speaks, reads, and writes in English. The field supervisor shall oversee the work of their staff, perform inspections of completed work, meet with the City representative upon request within one (1) working day, and submit inspections and daily work reports to the City during the first hour of the City's workday (Monday thru Friday).

Field Supervisors should be available to manage staff, respond to deficiencies and emergency callouts, inspect work of field staff, complete and submit daily paperwork to the City.

The Field Supervisor may not supervise other contracts unless approved by the City.

The Contractor shall provide the Field Supervisor a mobile telephone device with voice calling, text, company email, and photo capabilities for the purpose of communicating with City. The device must be kept in operational condition.

Contractor shall provide a daytime contact to address complaints as they arise.

6. **CONTRACTOR'S EMPLOYEES:** The Contractor shall supply proper levels of manpower, equipment and supplies to perform work to acceptable standards in the required timeframes.

6.1 **Identification.** All Contractor staff assigned to work under this contract shall be cleared through the City's background check process, have a City issued security badge with a rating of level two (2) visibly displayed, and be in company uniform bearing the Contractors name upon commencing work.

Contractor personnel assigned to this contract will be required to be fingerprinted in conjunction with a background check through the City of Mesa. All expenses related to this process will be paid by the City of Mesa. (Attachment C)

City security/identification badges issued to Contractor personnel are City property that shall be returned to the City upon termination/separation of employment, or at the end of contract term. Failure to do so will result in Nonperformance Fee charges being deducted from the billing cycle immediately following the incident.

Only Contractor employees authorized by the City are allowed on contract sites while performing services. Individuals not authorized by the City (friends, acquaintances, family members, assistants, etc.) are prohibited.

6.2 **Driver's License.** Employees driving the Contractor's vehicles shall at all times possess and carry a valid vehicle operator's license issued by the State of Arizona, the class of which shall be appropriate for the vehicles operated, in accordance with State law.

6.3 **Conduct.** Contractor personnel (employees and/or officers) shall not identify themselves as being employees of the City of Mesa. They shall conduct themselves in such a manner as to avoid embarrassment to the City of Mesa. Additionally, it is expected that all interactions

with the public or City officials be professional and courteous. In the event of difficulty with the public or City officials, the City shall be notified immediately.

The Contractor shall prohibit its employees from using any substances (drugs, alcohol, etc.) that may cause impairment while performing their duties under this contract. Contractor staff suspected of being impaired shall be immediately removed from performing work under this contract.

Contractor employees that exhibit poor conduct, as determined by City shall be removed from the contract upon the City's request.

The Contractor shall be liable for any damages or losses caused by its employees, equipment, or agents during the agreement period.

6.4 **List of Employees.** The Contractor shall submit a list of all employee names who will perform work under this contract (Attachment D) no later than ten (10) business days prior to the start date. The list must include full name, driver's license number with expiration date, job title, and relevant certifications. Changes to the employment list shall be reported to the City within twenty-four (24) hours with an updated list provided at least monthly. Failure to submit lists as stated shall be subject to nonperformance fees as set forth in Special Terms and Conditions Section 12.0. Repeated failures may result in a Notice of Default.

6.5 **Communications Skills.** Supervisors and at least one (1) crew member of each work crew shall be proficient enough in the English language to receive/transmit oral or written instructions, interpret work request and otherwise communicate with City representatives.

7. CONTRACTOR'S EQUIPMENT:

7.1 **Vehicles and Equipment.** The Contractor shall submit to the City prior to the start of the contract and keep up to date for the duration, its inventory of vehicles and equipment that will be used. All vehicles and equipment are to be maintained in good repair, both mechanically and in appearance.

The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition.

Contractor vehicles that cause damage (turf or irrigation system, leaking fluids on concrete or other hard surface areas, etc.) may be subject to actual repair and/or cleanup costs. A Nonperformance Fee may also apply.

7.2 **Vehicle Identification.** All Contractor vehicles used under this agreement must be clearly identified with the name of the company, assigned vehicle number, and phone number of the local office on each side of the vehicle (i.e., driver side, passenger side, and rear).

7.3 **Vehicle Use and Access.** Designated access points, pathways, and parking areas are generally the least likely to cause damage and it is expected that they be used. Departing from these approved instructions will result in Nonperformance fees, and additional repair costs shall be the responsibility of the Contractor if damage occurs.

Vehicles shall not be permitted to enter a turf, xeriscape, or natural habitat area from a perimeter roadway, pathway, or parking lot, without the prior approval of the City. Parking on sidewalks shall be restricted. The Contractor will not at any time be allowed to park on a sidewalk adjacent to any Arterial or Major Collector Street without providing appropriate barricading or traffic control (per Traffic Barricading Manual), to allow Pedestrian traffic a safe route around vehicles. The contractor will repair any damage caused by entering these areas at no cost to the City of Mesa.

8. **SCHEDULING OF WORK:**

A. All work will be scheduled so it is not disruptive to the public, City personnel, meetings, or events held at City facilities, which will require frequent communication with the City's contract representative.

B. The City reserves the right to reject any schedule and/or demand reasonable changes/adjustments (whether approved or under review) when it can be shown that it is not in the best interest of the City.

C. Work shall be scheduled Monday through Thursday of each week. No weekend work is permitted, unless approved by the City Representative and/or Building Representative.

8.1 **Work Hours/Holiday Schedule.**

Work shall not be conducted on the following holidays observed by the City of Mesa.

A. New Year's Day – January 1
B. Martin Luther King Day - Third Monday in January
C. Presidents' Day - Third Monday in February
D. Memorial Day - Last Monday in May
E. Independence Day - July 4
F. Labor Day - First Monday in September
G. Veterans' Day - November 11
H. Thanksgiving Holiday - Fourth Thursday and the following Friday in November
I. Christmas Day - December 25

Holidays that fall on a Saturday are observed the Friday before and holidays that fall on Sunday are observed the Monday following the holiday.

8.2 **Weather Suspension of Work.** In the event of inclement weather, the Contractor must obtain approval from the City prior to performing any work. The City reserves the right to suspend any or all work due to poor weather conditions or other extreme conditions. The City also reserves the right to authorize the delayed work to be performed at a later date, or the City's Contract Representative may deem it more appropriate to omit the delayed work and resume the normal schedule. The Contractor shall not perform any suspended work without written authorization from the City.

9. **COMPENSATION:**

9.1 **Payment.** Payment will be made on a monthly basis within thirty (30) working days after receipt of an itemized invoice from the Contractor and acceptance of the work by the City, less any deductions or assessments as described. Monthly invoices are requested to be submitted on or before the 10th of each month for the preceding month. Invoices shall be itemized by completed job. Each invoice shall include:

1. Location of work, contract number, and annual Master Agreement number
2. Description of labor charges
3. Applicable taxes
4. Total charge

Any and all work for which a complete and accurate invoice is not received by the City within forty-five (45) days of completion shall not be paid.

Payment for work in any given area will be upon completion and acceptance by the City.

At the City's request, the Contractor shall submit copies of payroll reports. Payroll reports shall include names of employees, hours worked, days worked, location worked, and classification for all employees who performed the work.

The amounts invoiced shall be those agreed upon by this contract or by change order to the contract. The unit price shall include all labor, materials (unless supplied by the City), equipment, overhead, profit, and any other incidental costs to perform the contracted

maintenance.

A. Deductions to Payments Due: The City shall establish the payment amount. If the Contractor fails to perform the work in accordance with the contract, the City may hold part or all payments due to the Contractor. Payment may be withheld (never paid) if the Contractor fails to perform or fails to satisfactorily correct poor performance within the Correction Time Limit Schedule. Deficiencies resolved within acceptable time limits and to the City's satisfaction will be released for payment.

The City may determine it is necessary to hire an outside contractor to perform work that was not or could not be corrected to the City's satisfaction by the primary Contractor. The City shall withhold the cost of such outside services in the billing cycle immediately following the incident.

B. Failure to correct areas identified as deficient by the City within the limits of this correction time limit schedule, unless written extensions have been authorized, may result in cause for termination of the contract in accordance with provisions of this document.

CORRECTION TIME LIMIT SCHEDULE (Time starts upon receipt of notification)	
Emergency Response Work	2 Hour Response – Complete ASAP
Correction of Unsatisfactory Service	2 Working Days

10. **EMERGENCY RESPONSE:** An emergency call/response is required when a condition and/or failure presents an immediate danger to personnel or property. For circumstances that interrupt or otherwise adversely impact City operations or property occupant operations, the Contractor must respond within two (2) hours of notification, with appropriate equipment and supplies to remediate the adverse condition. Failure to respond shall be considered a default of Contract. Repeated failures are subject to termination as set forth in Mesa Standard Terms and Conditions Section 16.

The Contractor shall provide the City with an "Emergency" contact. The City shall also be kept informed if the contact changes.

The Contractor's employee who responds to an emergency shall fill out a report with the information that explains the emergency call-out and the actions taken to correct the problem. The report shall also indicate the name of the City Employee who called, the time of day when he/she received the call, the time of day upon his/her arrival at the job site and the elapsed time spent on the job site correcting the problem. This report shall be submitted with the invoice.

Payment for "Emergency Response" shall comply with Section 9.1. However, if the emergency was caused by the Contractor's unsatisfactory service, no compensation shall be made for responding to the emergency. The City shall make the determination whether or not payment is due after reviewing the emergency report" and the work performed.

11. **OFFICIAL ADDRESSES AND TITLES:** The official City representative and overall Contract Administrator is the Business Services Dept. Director, whose address is City of Mesa Purchasing, 20 E. Main Street, Suite 400 (85201), P. O. BOX 1466, Mesa, Arizona 85211-1466. This person is authorized to approve change orders to the contract.

12. **NONPERFORMANCE FEE / PERFORMANCE GUARANTEES:** It is the City's expectation that all work under this agreement be performed as defined in this agreement. If tasks are omitted or not satisfactorily completed, public health, safety and welfare are compromised, the Contractor and City agree upon the following schedule of Nonperformance Fees to be deducted from monies due or to become due to the Contractor. These sums are fixed and agreed upon, not as a penalty, but because the parties agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

NONPERFORMANCE FEE TABLE

SITUATION	DEDUCTION AMOUNT
A. Failure to correct deficiencies within the time allowed in the Correction Time Limit Schedule. *(Special Terms and Conditions Sec. 9.1B)*	$100 per site/day
B. Illegal or non-conforming waste disposal. (*Special Terms and Conditions* Sec. 4.0)	$100 per site/day
C. Failure to meet identification requirements of contract, either person or vehicle. *(Special Terms and Conditions Sec. 6.1 and 7.2)*	$100 per occurrence
D. Failure to comply with Parking Restrictions on Arterial and Major Collector Streets, and/or failure to provide alternative pedestrian route around work areas when parking on or blocking sidewalks. *(Special Terms and Conditions Sec. 7.3)*	$100 per occurrence
E. Failure to return City issued badges of past employees. *(Special Terms and Conditions Sec. 6.1)*	$100 per incident/employee
F. Failure to comply with List of Employees requirements. *(Special Terms and Conditions Sec. 6.4)*	$100 per occurrence
G. Failure to comply with environmental regulations or wasting resources.	$100 per occurrence
H. Damage caused by Contractor to City property (turf and/or irrigation systems, vehicle fluids leaking, etc.) *(Special Terms and Conditions Sec. 6.3 and 7.1)*	$100 per occurrence/actual repairs costs may also apply

13. **INTENT:** The intent of this Agreement is to establish non-exclusive, pre-qualified contractors to perform roofing repairs and installation, including but not limited to, polyurethane foam and coating, on various city facilities/projects on an as-needed basis.

14. **MINIMUM QUALIFICATIONS:** The Contractor and any sub-contractor must possess a valid State of Arizona Commercial Contractors C-42 or CR-42 License and driver's license. Any subcontractors must also be properly licensed and insured. Both foam and coating manufacturer must be ISO 9001-2008 certified. Manufacturer may not own or operate any part of the roofing contracting company.

15. **SCOPE OF WORK:** Please see Exhibit C for Polyurethane Foam and Coating and Re-Coating specification guide.

All work performed under this contract will be coordinated by the Parks, Recreation and Community Facilities Department. Except in cases of emergencies, as specified herein, the Contractor shall not begin work on any job until a cost estimate has been submitted and approved by the City's Facilities Maintenance Director or his designee. Any job not authorized by the Facilities Maintenance Superintendent or his designee will not be honored by the City of Mesa for payment.

The City will obtain multiple quotes on jobs estimated at $5,000 or more. A competitive sealed bid process will be conducted on jobs estimated at $25,000 or more. The City reserves the right to quote items estimated at less than $5,000 if deemed advantageous to the City or to waive the multiple quotes requirement if necessary. Bids received may be either a Fixed Price or a Guaranteed Maximum Price (GMP).

EXHIBIT B
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction with a value of $100,000 or more, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods and services from Israel.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any

reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or

resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

    Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is <u>not</u> entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of

policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

49. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to the City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of the City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

EXHIBIT C
POLYURETHANE FOAM AND COATING AND RE-COATING

PART 1 GENERAL

1.01 Work Included

A. Preparation of substrate
B. Sprayed-in-place Zero Ozone Depleting Polyurethane Foam Insulation
C. Energy Star High Tensile Acrylic Coating Application

1.02 Related Work

A. Flashing and Sheet Metal

1.02.1 REFERENCE STANDARDS

A. Roof Consultants Institute (RCI):

1. *Glossary of Terms,* First Edition, 1994.

B. American Society for Testing and Materials (ASTM):
1. Standard specification for:
   a. *Asphalt & Primer Used in Roofing, Dampproofing and Waterproofing,* ASTM D 41-85
   b. *Asphalt Roll Roofing (Organic Felt) Surfaced with Mineral Granules,* ASTM D 249-89.
   c. *Coating of Zinc Mechanically Deposited on Iron and Steel,* ASTM D 695-9.
   d. *Asphalt Roof Cement,* ASTM D 2822-91.
   e. *Standard Specification for Lap Cement Used with Roll Roofing,* ASTM D 3019-85.
   f. *Asphalt Roof Cement, Asbestos-Free,* D 4586-93.

2. National Roofing Contractors Association (NRCA):
   a. *The NRCA Low Slope Roofing Manual*, Fifth Edition.
   b. The NRCA Roofing Manual: 2016 SPF Roof Systems

3. Spray Applied Polyurethane Foam Association, (SPFA) 2020
   www.sprayfoam.org standards and technical documents

1.03 Quality Assurance

A. The Approved Applicator shall perform the work specified work. Subcontracting roofing work is not allowed.
B. Manufacturer Qualifications: Both foam and coating manufacturer must be ISO 9001-2008 certified. Manufacturer may not own or operate any part of the roofing contracting company.
C. Pre-Installation Conference:

1. Prior to commencing with the repair and recoat of the foam roofing, the roofing contractor must schedule a pre-installation conference between the roofing contractor, appropriate City of Mesa representative and the coating manufacturers' representative to discuss the scheduling, execution, and details of this project. This meeting must take place before work may begin.
2. Notify the City of Mesa representative at least 3 working days prior to starting work.

D. Inspections: Completed roofing application will be inspected by an independent inspection firm designated by the manufacturer to verify compliance with warranty requirements. Owner may elect to contract with its own consultant to take core samples and slit samples to verify compliance with the specification. Roofing Consultant, Roofing Contractor, Roofing Manufacturer's Tech Rep, General

Contractor, Subcontractors as applicable and owner's representative shall conduct pre-construction meeting which includes a deck inspection to confirm that all drains, curbs, roof top penetrations and parapet walls are properly installed. The roofing consultant shall conduct interim inspections to verify the SPF roof insulation and protective coatings have been properly installed and comply with the thicknesses specified.

At least one competent workman having English communication skills (speak, understand, read, and

write) shall be on project site when Work is being performed to receive directions.

1.04 Submittals

A. Product Data: Provide two copies of product data sheets for all products that are part of the roof system to be installed.
B. Samples: Provide a sample of completed roof system showing surface texture and finished thickness of polyurethane foam, color, and thickness of acrylic roof coating.
C. Submit verification that the applicator is a current manufacturer approved applicator.
D. Provide specimen of manufacturer's warranty to be issued for this roof installation.
E. Submit Underwriters Laboratories, Factory Mutual and/or local building code approvals as required for the composite roof system to be installed.

1.05 Delivery, Storage and Handling

A. Deliver materials to the site in their original, tightly sealed containers, all clearly labeled with manufacturer's name, product identification and lot number.
B. Store materials in their original containers out of the weather and where the temperatures are within the limits specified by the manufacturer.
C. All materials shall be stored in compliance with applicable fire and safety requirements.
D. Protect materials from damage during transit, handling, storage, and installation.

1.06 Environmental Conditions

A. Neither the acrylic roof coating nor the polyurethane foam shall be applied during periods of inclement weather (rain, fog, mist, or high humidity).
B. Do not apply the polyurethane foam when substrate or ambient air temperatures are below 50°F unless specifically approved in writing by the polyurethane foam manufacturer.
C. Do not apply the polyurethane foam when the substrate surface is less than 5°F above the dew point.
D. Do not apply acrylic roof coating when weather conditions will not permit complete cure before rain, dew, fog, or freezing temperatures occur. Do not apply in late afternoon if heavy moisture condensation may appear during the night.
E. When wind speeds exceed 10 miles per hour at the job site, windscreens shall be used during the application of the surface primer, polyurethane foam, and acrylic roof coating to prevent overspray onto surfaces not intended to receive foam and coating. Under no circumstances shall the surface primer, polyurethane foam or acrylic roof coating be applied when wind speeds exceed 15 miles per hour.

1.07 Warranty

A. Upon satisfactory completion of the work, provide:

Manufacturer's minimum 10-Year NDL System (Labor & Materials) Warranty for complete roof systems. Repairs only will be warranted for 2 Years. Warranty shall cover all materials and labor required to repair leaks in the roof system caused by faulty materials or workmanship. Blisters will be repaired free of charge during the first two years.

PART 2 PRODUCTS

2.01 Polyurethane Foam Insulation

A. The polyurethane foam system shall be a two component, Zero-ODP (Ozone Depleting Potential), product. The polyurethane foam insulation will contain HFC-245fa blowing agents.

B. Physical Property Requirements:

Property	Value	Test Method
Density, sprayed-in-place, pcf, min.	2.8	ASTM D-1622
Compressive Strength, psi, min.	50	ASTM D-1621
Tensile Strength, psi, min.	60	ASTM D-1623
Shear Strength, psi, min.	40	ASTM C-273
Closed-cell Content, percent, min.	90	ASTM D-2856
K-Factor = R Value 6.1 per inch	.163	ASTM -518
Dimensional Stability, 28 days, 158°F, 100% R.R., percent volume change, max.	3%	ASTM D-2126
Flame Spread, max.	75	ASTM E-84

C. Approved Manufacturers:

1. BASF Skytite C2 3.0 or prior approved equal (Attachment E)

2.02 Energy Star Acrylic Roof Coating

A. The acrylic roof coating shall be Energy Star listed and meet ASTM D-6083 standards, along with the physical property requirements listed herein.

B. Typical physical properties:

Property	Method	Result
Initial Tensile Strength (psi)	ASTM D-412	550 psi
Initial Elongation (%)	ASTM D-412	500%
Tear Resistance (lbf/in)	ASTM D-624	126
Hardness	ASTM D-626	75 to 80 Shore A
Low Temperature Flexibility After Accelerated Weathering	Federal Test Method No. 141a-6221	Pass
Permeance (perms)	ASTM D-1653	2.5
Volume Solids (%)	ASTM D-2697	52

2.03 Sealant

A. Sealant shall be buttergrade or prior approved equal in a color to best match topcoat color.

2.04 Substrate Primer

A. The primer shall be a water-based epoxy primer for use over concrete.

B. Approved Primers:

1. Primer manufactured to be compatible with roof system.

2.05 Insulation Board

A. Insulation Board shall be polyiso board that has fire ratings and wind uplift ratings with the spray applied polyurethane foam and protective coating as a composite roof system. Insulation board shall have an aged R Value of 5.7.

B. Approved Insulation Board

1. Atlas AC II or prior approved equal (1.5" minimum over steel deck)

2.06 Granules

A. Lucas Bright White # 11 or prior approved equal

PART 3 EXECUTION

3.01 Inspection for Foam and Coating

A. Verify that all surfaces to receive roof system components are clean, dry, and free of dust, dirt, debris, oil, solvents, and all material that may adversely affect the adhesion of the surface primer, polyurethane foam or acrylic coating.

B. Verify that all roof penetrations are properly installed and secured.

C. Do not begin applying polyurethane foam insulation until substrate and environmental conditions are satisfactory.

3.02 Surface Preparation

A. Built-Up Roof Membrane

1. Remove all loose and poorly embedded aggregate surfacing material, if present, by use of a wet vacuum, power broom, hand broom, power vacuum, and/or other suitable means. Do not accumulate large amounts of aggregate surfacing material in one location that may overload the roof deck structure.
2. Perform infrared moisture survey and remove all wet insulation under existing built-up roof membrane. Clean and dry the area and install new similar compatible insulation or apply polyurethane foam insulation to the level of the adjacent existing membrane.
3. Repair all built-up roof membrane defects, such as blisters, ridges, splits, punctures and felt delamination, by cutting, removing, nailing or properly adhering to form a solid substrate. BUR repairs shall be made using hot process BUR or modified bitumen products, cut-back products shall not be used. Make sure the adjoining roof materials around these defects are dry.
4. Remove all loose stones, dust, dirt, debris, and other contaminants from the built-up roof membrane that may impair the adhesion of the polyurethane foam.
5. Ensure existing BUR roof meets FM wind uplift requirements.
6. Primer - Install primer per manufacturer's recommendations. Make sure all surfaces are clean and dry prior to primer and/or polyurethane foam application.

B. Metal Decks

1. The metal roof deck should be a minimum of 22-gauge and be securely installed to conform to local building code requirements. Deflections shall not exceed 1/240 of the span.
2. Remove any loose scale, rust and weathered or chalking paint using a wire brush, scraper, sand blasting or other suitable means. Prime, if necessary, as recommended.
3. Remove all dust, dirt and debris using air pressure, a hand or power broom and/or a power washer. Other contaminants such as oil and grease must be removed with appropriate

cleaning solution and rinsed with clean water. (New metal will have a thin film of milling oil on it, which must be removed.)

4. Fluted metal roof decks should be covered by mechanically fastened gypsum, polyiso or fiberglass board per Factory Mutual recommendations for local wind uplift resistance. The boards shall be firmly butted together along all edges. Any joints greater than ¼ inch shall be taped prior to foam application. Butt joints of board shall be staggered a minimum of 12 inches. Only as much board as can be covered with the full thickness of spray applied polyurethane foam insulation in the same day shall be installed.
5. Factory painted metal surfaces will not normally require an additional application of primer.
6. Make sure all surfaces are clean and dry prior to foam application.

C. Concrete Surfaces

1. The concrete shall be cured a minimum of 28 days at temperatures above 50°F and must be free of any laitance.
2. Remove all loose dirt, dust and debris using air pressure, a hand or power broom and/or a vacuum. Oil, grease, release agents and other contaminants must be removed using the appropriate cleaning solution.
3. All joints or cracks greater than ¼ inch shall be caulked or grouted prior to polyurethane foam application.
4. Make sure all surfaces are clean and dry prior to application of an approved primer and polyurethane foam application.
5. Lightweight concrete insulation, fill material - If present in the existing roof assembly, recommendations will be made on a per job basis, please contact foam manufacture's technical services.

D. Wood Surfaces

1. Plywood shall be exterior grade not less than 5/8 inches thick, nailed firmly in place. Plywood shall be code complying exterior grade Exposure One. All plywood edges must be supported by blocking or have tongue and groove joints, as required within IBC Section 2603.4.1.5. Attachment must meet building code requirements for resistance to wind uplift. Deflections should not exceed 1/240 of the span.
2. The plywood shall contain no more the 18 percent moisture by weight, as measured in accordance with ASTM D-2016.
3. All untreated and unpainted surfaces shall be primed with an appropriate, approved primer to minimize moisture absorption and aid in the polyurethane foam adhesion.
4. Any joints greater than ¼ inch shall be caulked or taped prior to the polyurethane foam application.
5. Remove all loose dirt, dust and debris using air pressure, a hand or power broom and/ or a vacuum. Power washing is not recommended as it may introduce water into the substrate. Oil, grease, and other contaminants must be removed using appropriate cleaning solution.
6. Make sure all surfaces are clean and dry prior to polyurethane foam application.

E. Other Surfaces

1. Contact manufacturer's technical service department for recommendations of surface preparations on other surfaces to receive the acrylic/polyurethane foam roof system.

3.02 Surface Primer

A. Inspection

1. Prior to application of the primer, inspect the substrates to be primed to ensure preparations required in Section 3.02 have been met.

2. Surface primer shall not be applied unless the environmental conditions of Section 1.06 are met.

B. Application

1. Apply the surface primer in strict accordance with the manufacturer's application instructions.
2. Confirm primer is cured before installing polyurethane foam insulation.

3.04 Polyurethane Foam Application

A. Inspection

1. Prior to polyurethane foam application, inspect the substrate surface to ensure preparations required in Section 3.02 have been met.
2. Polyurethane foam shall not be applied unless the environmental requirements of Section 1.06 are met.

B. Application

1. Apply the polyurethane foam in accordance with the polyurethane foam manufacturer's specifications and application instructions, using spray equipment recommended by the foam manufacturer.
2. Polyurethane foam shall be applied in a minimum of 1/2 inch thick and maximum 1.5-inch passes. The total thickness of the polyurethane foam shall be a minimum of 1.5 inches on the roof deck and 2 inches over polyiso board, except where tapering is required to facilitate drainage. Additional foam thickness may be required on specific projects.
3. Apply the full thickness of polyurethane foam in any area on the same day. Phasing of the polyurethane foam is not acceptable.
4. Polyurethane foam shall be applied to ensure proper drainage resulting in no ponding water. Ponding water is defined as "an area of 100 square feet or more which holds in excess of ½ inch of water as measured 24 hours after rainfall."
5. The polyurethane foam shall be terminated neatly a minimum of four inches above the finished roof surface at roof penetrations. Foamed-in-place cants shall be applied to allow a smooth transition from the horizontal to vertical surface. Vertical surfaces shall receive one inch thickness of polyurethane foam. Crickets shall be constructed of tapered polyiso insulation board; spray applied polyurethane foam insulation or plywood.
6. The finished polyurethane foam surface texture shall be smooth to orange-peel, free of voids, pinholes, and depressions. Verge of popcorn texture is acceptable if it can be thoroughly and completely coated. Popcorn and tree bark textures are not acceptable. Unacceptable foam textures shall be removed and refoamed prior to coating application.

3.05 High Tensile Acrylic Roof Coating Application

A. Inspection

1. Prior to the application of the acrylic roof coating inspect the polyurethane foam surface to ensure the conditions of Section 3.04 have been met.
2. The polyurethane foam surface shall be free of dust, dirt, debris, and other contaminants that would impair the adhesion of the acrylic coating.
3. The polyurethane foam surface must be dry prior to the acrylic coating application.
4. If more than 24 hours elapse between the polyurethane foam application and the start of the acrylic coating application, the coating manufacturer shall thoroughly inspect the polyurethane foam surface for UV degradation and oxidation. If this condition is detected, the polyurethane foam surface shall be mechanically scarified, cleaned, primed and refoamed with ½" minimum thickness prior to the acrylic basecoat application.
5. Make sure all environmental conditions of Section 1.06 are met prior to acrylic coating application.

B. Application

1. The acrylic roof coating basecoat shall be applied on the same day as the polyurethane foam application, after the polyurethane foam has been allowed to cure a minimum of two hours and in no case more than 24 hours after the installation of the polyurethane insulation. Base coat must be applied within 24 hours.
2. Apply acrylic roof coating basecoat in a uniform application to achieve a finished dry mil thickness of approximately ⅓ the total millage required for the roof or 1½ gallons per 100 square feet or as is required for a dry mil thickness of 12 mils. Additional coating may be required depending upon the surface texture of the foam insulation.
3. The basecoat shall not be subjected to foot traffic or be disturbed until it is cured.
4. After the basecoat has cured, inspect the coating for pinholes, cracks, thin areas, or other deviations. All deviations observed shall be caulked with buttergrade sealant and/or roller coated with additional acrylic roof coating prior to applying subsequent coats.
5. The basecoat must be cured, clean and free of all moisture prior to application of subsequent coats.
6. Apply the acrylic roof coating intermediate coat in a *contrasting color* to the basecoat within 72 hours of the basecoat application. The intermediate coat application shall be made at right angles to the basecoat application. The intermediate coat shall be installed at 1½ gallons per 100 square feet or as is required for a 12 dry mil thickness. Additional coating may be required to achieve 12 dry mils per coat depending upon the surface texture of the foam insulation. Broadcast 30 lbs per 100 square feet into the wet second coat of coating.
7. Apply the third coat in a uniform manner perpendicular to the second coat within 72 hours of the second coat application. Install the third coat at 1½ gallons per 100 square feet or as is required for 12 dry mil thickness. The third coat shall be spray applied and back rolled. The fourth coat shall be applied perpendicular to the third coat at 1 gallon per 100 square feet or as is required to achieve 8 dry mils. Topcoat shall be white, and Energy Star approved. Total coating thickness shall be 44 dry mils.
8. The acrylic roof coating shall be applied a minimum of two inches beyond all the terminated edges of the polyurethane foam. These terminations should be masked to provide a neat, finished appearance.
9. Allow the topcoat to cure and inspect the finished coating surface for pinholes, cracks, thin areas, or other deviations. Repair any deviations observed with buttergrade sealant and/or additional acrylic roof coating topcoat.
10. It is the contractor's responsibility to ensure the minimum total dry film thickness specified is achieved throughout the entire roof area.
11. Granule Application at Equipment: If required granules shall be installed six feet wide around equipment and access areas as marked on the drawings. Install Lucas Bright White granules into the wet topcoat at the rate of 30 lbs per 100 square feet. Once the coating has cured, remove excessive granules from the roof. Install two additional coats of coating at the rate of 1½ gallons per 100 square feet per coat over the granules.
12. All plastic roof drain strainer baskets, or missing baskets, will be replaced with cast iron baskets.

3.06 Field Quality Control – Manufacturer Warranted Roofs

A. Core samples of the acrylic roof coating system will be secured by an independent inspection firm at a rate of one core per 10,000 square feet, with a minimum of 2 cores per roof, to test for foam thickness, compressive strength, density, and adhesion. Additionally, slit samples will be taken at a rate of 3 per 10,000 square feet, with a minimum of 3 per roof, to test the coating thickness and coating adhesion. Sampled areas will be repaired using buttergrade sealant and replacement foam cores.

3.07 SURFACE PREPARATION AND REPAIRS FOR RECOATING OVER SPF

A. As determined at pre-bid inspection for correction.

B. Provide and assure protection form overspray to cars and buildings. Contractor to be responsible for damages.

C Replace or repair existing foam roofing that is unacceptable.

D. Remove and replace blistered polyurethane foam, using the following guidelines:

1. Take test cuts (core or slit samples) in area of blistered foam to determine the cause and extent of the problem. It may be necessary to remove foam beyond the actual area of an individual blister in order to prevent reoccurrence of further foam insulation delaminating.
2. If a number of blisters are found clustered in one area, it is required that the entire area with blisters be removed rather than attempting to fill a blister with coating or caulking.
3. It is not acceptable to fill a blister with coating or caulking.
4. All blisters shall be repaired with foam specified in Section 2.01. D.1.in accordance with the manufacturer's application instructions. The outside perimeter of the foam insulation blister removed needs to be cut away from the center of the blister at a 45-degree angle.
5. If newly installed foam insulation is ground smooth for any reason, the area of ground foam insulation shall be cleaned of all foam dust particles, primed with manufacturer's recommended primer and shall receive an additional 2 coats of coating (20 dry mil thickness minimum) and polyester fabric (3 Course) that extends a minimum 6" beyond the perimeter of the repair.

E. Repair all heavy/severe and moderate alligatoring, gaps or breaks in the foam and coating with primer, butter grade sealant and reinforcing fabric.

F. Surfaces that have loose coating or exposed foam shall be scarified to expose clean, dry polyurethane foam. Foam shall be primed with GAF Epoxy Primer or prior approved equal.

G. All surfaces shall be cleaned with manufacturer's recommended cleaner and pressure -washed to completely rinse the cleaning concentrate from the roof.

H. All existing foamed roof surfaces shall be primed with primer at the rate of one gallon per 300 square feet.

I. At least one competent person on site having English communication skills (speak, understand, read, and write) shall be on project site when Work is being performed to receive directions.

3.08 COATING INSTALLATION

A. Install coating in accordance with manufacturer's application instructions, limitations, and precautions.

1 Apply first coating (White) in a uniform application or applications to achieve a minimum finished dry mil thickness of 12 mils. Coating must be sprayed and back rolled if granules are present.

2 The 12 dry mils of coating shall not be subjected to foot traffic or be disturbed until it is cured.

3 After first coat has cured, inspect the coating for pinholes, cracks, thin areas, or other deviations. All nonconforming items described above that are observed shall be caulked with sealant prior to applying subsequent coats.

4 First coat must be cured, clean and free of all moisture prior to application of subsequent coats.

5 Apply second coat (intermediate cream color coat) within one week of the first coat application. Second application shall be made at right angles to the first coat application. Second coat shall be installed at minimum 12 dry mil thickness.

6 After second coat has cured, inspect the coating for pinholes, cracks, thin areas, or other deviations. All nonconforming items described above and observed shall be caulked with sealant prior to applying subsequent coats.

7 Apply topcoat within one week of the second coat application. Install topcoat at right angles perpendicular to second coat to achieve minimum 12 dry mil thickness. New coating system shall be minimum dry film thickness of 36 mils.

8 Furnish and install an additional layer of 40" fabric in 24 wet mils of coating, in 2 applications, at all access points, stairways and walk paths.

9 Topcoat application shall be applied a minimum of two inches beyond all terminated edges of the polyurethane foam. These terminations shall have straight lined edges to provide a neat, finished appearance.

10 Allow the topcoat to cure and inspect the finished coating surface for pinholes, cracks, thin areas, or other deviations. Repair any deviations observed with white sealant or additional coating.

11 It is the contractor's responsibility to ensure the minimum total dry film thickness specified is achieved throughout the entire roof area.

B. Surface coat color shall be white.

C. All repaired areas possessing ground foam shall receive an additional 20 dry mils of coating with fabric for a total of 56 dry mils of protective coating.

D. Replace any plastic roof drain strainer baskets, or missing strainer baskets, with new cast iron strainer baskets.

3.09 FIELD QUALITY CONTROL MONITORING

A. Inspections by Roofing Manufacturer's Representative:

1. The manufacturer's representative for materials used on this project shall make a minimum of four inspections with written reports provided to the City of Mesa's representative within 48 hours of inspection.
2. The following minimum inspections required by manufacturer:
   a. Preliminary deck inspection.
   b. Two unannounced spot inspections.
   c. Final inspection with independent 3rd party inspection firm, Contractor, and City of Mesa's representative.
3. The City of Mesa may employ an independent 3rd party inspection firm to monitor progress.

B. Slit Sampling:

1. Manufacturers' Independent 3rd Party Inspection Firm will take slit samples to determine if the elastomeric coating meets the minimum dry mil thickness requirements as specified and is properly bonded to the substrate. A minimum of one slit sample shall be taken per every 5,000 square feet or portion thereof, with a minimum of one slit sample per deck. The City of Mesa reserves the right to request an additional slit test if they deem it necessary at no additional cost.

2. Location of slit samples shall be as directed by the City of Mesa or the Independent 3rd Party Inspection Firm.
3. Slit samples shall be cut by the Independent 3rd Party Inspection Firm and repaired by the Contactor in accordance with manufacturer's instructions.
4. Costs associated with the cutting of slit samples, and repairs of cut-out sections shall be covered by the Contractor.

3.10 CLEAN-UP

A. During the course of the Work and upon completion of the Work, remove and dispose of excess materials, equipment, and debris away from premises in accordance with city and state requirements. Aesthetics is a consideration of final acceptance of work.

3.11 COATING OVER SINGLE PLY MEMBRANE

A. Roof surfaces shall be clean, dry, structurally sound, stable, and well secured.

B. The roof surface shall be free of excessive ponding water. Roof surfaces that pond water 48 hours after a rain shall be considered unacceptable. All water shall be allowed positive drainage from the roof.

C. Inspect condition of flashing details adjacent to protrusions, penetrations, roof mounted equipment, curbs, walls, parapets, drains and roof edge to ensure that details are acceptable and will maintain a weather-tight installation after being properly reinforced and coated.

D. Determine moisture content of existing substrate, insulation, and deck. Moisture content of 15% or greater indicates a potential problem. Work shall not proceed until the cause is verified and the condition is corrected. Moisture content shall be verified by an infrared moisture survey conducted by a certified infrared thermographer.

3.12 SURFACE PREPARATION

A. All surfaces shall be clean and dry, and free of any dirt, dust, gravel, oil, surface chemicals or other contaminants that may interfere with optimum adhesion.

B. Any unsound areas in the roof deck or insulation, including blisters, delamination, deterioration, excessive moisture content, etc., shall be repaired or replaced.

C. All Hypalon surfaces, whether new or existing, shall be cleaned using a concentrated leaner approved by the manufacturer. Dilute concentrated cleaner at the rate per manufacturer's recommendations. Apply the diluted mixture under low pressure spray at the rate of 200 sq. ft. per gallon. Allow to sit for 15 to 20 minutes, rinse thoroughly with fresh water under high pressure (minimum 2,000 psi/ 13.790 kPa) to remove the solution from the roof. Heavy deposits of dirt or contamination may require agitation with a stiff-bristle broom or similar mechanical scrubber. If existing Hypalon membrane exhibits significant deterioration, utilize a low pressure, 500 psi rinse with extra attention given to "birdbaths" and other low areas. Significant deterioration is defined as large areas of exposed reinforcement scrim and/or severe chalking or alligatoring of the membrane. Allow the roof to dry thoroughly.

D. Tighten or re-secure all terminations and re-caulk termination bars and reglet counterflashing with approved caulking.

E. On all mechanically fastened as well as fully adhered Hypalon single ply systems, remove and reinstall any fasteners that are backed out or "tented", no more than six (6) inches from its original location. Severely delaminated Hypalon membrane shall be replaced with new Hypalon membrane.

F. Repair all loose, torn, or open seams in the Hypalon membrane using basecoat and fabric mesh. Apply the coating liberally to the affected seam and surrounding area with a brush or roller. While the coating is still wet, embed a strip of 6" fabric mesh centered over the seam. Work mesh into the wet coating to totally encapsulate the reinforcing fabric.

G. Repair any tears, breaks, holes (from fastener relocation or protruding fasteners), or other openings in the Hypalon membrane by applying basecoat, and fabric mesh, in a similar manner as described above.

H. Reinforce detail areas with fabric mesh and basecoat, or with butter grade caulk. If utilizing fabric mesh, encapsulate the fabric with basecoat as described above around the base of all vents, stacks, fans, and other protrusions, around all drains and scuppers, and around the base of all HVAC units and other roof-mounted equipment. If utilizing butter grade caulk, use a brush to apply a total of 60 to 80 dry mils of coating in a minimum of 2 coats, liberally around these detail areas.

3.13 ELASTOMERIC COATING APPLICATION

A. All roof preparation materials shall be allowed to dry thoroughly prior to application of the acrylic coating.

B. Immediately prior to application of the acrylic coating system, all dust, dirt and other contaminants shall be blown off the roof surfaces to be coated using high pressure compressed air.

C. At drip edges, refasten all metal flanges and reinforce the area with butter grade caulk or fabric mesh embedded into a strip-coat of basecoat as previously described.

D. Apply coating to a small section of roof where the fabric reinforcement will begin. Follow coating manufacturer's instructions. Embed and encapsulate the end of the fabric roll so that it is anchored at that point. Roll out 4 to 10 feet of fabric at a time, and either spray apply or pour basecoat evenly over the top side at the rate of 2 gallons per 100 sq. ft., allowing the fabric to conform to the surface contours. Work the coating evenly throughout the fabric using a roller or broom so that it is totally encapsulated, eliminating any air pockets, wrinkles, or gaps. Take extra care to ensure that edges of the fabric are well saturated and adhered. Overlap consecutive passes of fabric a minimum of 2" on each side. After allowing the base/fabric coats to completely dry, repair any fish mouths or wrinkles in the fabric and apply two separate coats of White at a minimum rate of 1.5 gallons per 100 sq. ft. each, allowing adequate dry time between coats. Use a medium-nap roller or airless spray to apply the elastomeric coating. Apply consecutive applications of coating in a perpendicular direction to the previous coat. The total – base coats/topcoats minimum dry film thickness required at any location is 44 mils.

E. The acrylic topcoat shall extend up and over all roof substrates on vent pipes, parapets and other protrusions to terminate a minimum of 3" above the substrate, creating a self-terminating flashing and to provide an aesthetically pleasing appearance.

F. To provide a non-skid walk path on roofs subject to heavy foot traffic, demarcate walkways by applying a non-skid colored acrylic topping manufactured by same manufacturer to demarcate walkways or service unit areas. Non-skid coating shall be applied in two separate coats at an application rate of 1 gallon per 200 square feet per coat.

G. Replace any plastic roof drain strainer baskets, or missing strainer baskets with new cast iron strainer baskets.

3.14 CLEANUP

A. Maintain work and work areas in a clean, safe condition at all times during coating installation.

B. Upon completion of the Work, remove and dispose of excess materials, equipment and debris away from premises in accordance with city and state requirements. Aesthetics is a consideration of final acceptance of work.

3.15 SAFETY REQUIRMENTS

Contractor shall: Exercise precaution at all times for the protection of person (including employees) and property; observe the safety provisions of applicable laws, building and construction codes; protect all hazards with adequately constructed guard rails or barricades, and provide lanterns, warning lights, and the like, as necessary; eliminate all attractive nuisances from the Work and from the site, and to this end shall dispose, store, guard, and protect the premises and all work materials, equipment and both permanent and temporary construction so as to preclude the unauthorized use thereof by others and particularly to eliminate possible consequent injury to all persons. In no case shall the City of Mesa be responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, nor shall the City of Mesa be responsible for Contractor's failure to employ proper safety procedures.

END