

**PURCHASE AGREEMENT
UNDER CMAS CONTRACT PRICING AND
PROVISIONS**

This Purchase Agreement ("Agreement"), under the State of California Multiple Award Schedule Contract No. 4-20-56-006B, is entered on **March 1, 2023**, by and between the Tahoe Truckee Unified School District ("District") and **The Garland Company, Inc.** ("Vendor") as follows:

RECITALS

WHEREAS, the District wishes to purchase roofing materials and warranty ("Roofing Materials") for **Truckee High School Re-Roofing Project 2023**, to be installed under a separate contract by **August 18, 2023**.

WHEREAS, the District wishes to avail itself of the benefits and protections of the State of California Multiple Award Schedule program ("CMAS").

WHEREAS, Vendor wishes to contract to provide the District with the Roofing Materials that it needs and is willing to provide them pursuant to CMAS program requirements and in accordance with any other additional terms negotiated between the District and Vendor.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. CMAS Contract.
 - 1.1. This Agreement fully incorporates by this reference CMAS Contract No. 4-20-56-006B ("CMAS Contract"), attached hereto as **Exhibit "A"** and all of its amendments, forms, riders, and CMAS program terms and conditions.
 - 1.2. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the price, delivery, payment provisions, venue and jurisdiction, and insurance provisions in this Agreement, which shall control over all other contradictory provisions in the CMAS Contract.
2. Products and Price. Vendor agrees to sell, supply, and deliver, and District agrees to purchase the Roofing Materials under the CMAS Contract at the reduced negotiated prices ("Quoted Price"), as set forth on the attached **Exhibit "B"**. Vendor acknowledges and certifies that the Quoted Prices are equal to or less than the prices as accepted by the State of California Department of General Services for the identical items under the CMAS Contract.
3. Payment and Delivery.
 - 3.1. District shall pay Vendor for the Roofing Materials within forty-five (45) days of (i) date of delivery by Vendor and date of acceptance of the Roofing Materials by District, or (ii) receipt of an undisputed invoice, whichever is later.

3.2. Vendor shall deliver the Roofing Materials in accordance with District’s instructions. Shipping is included in the Quoted Price.

4. Compensation.

The roofing materials and warranty pricing is identified in **Exhibit “B,”** which is attached hereto and incorporated herein by reference. The not-to-exceed compensation shall be **Five Hundred Fourteen Thousand Nine Hundred One Dollars (\$514,901.00).**

5. Reserved.

6. Insurance.

6.1. Vendor shall procure and maintain at all times it performs any portion of the services under the Agreement the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Each Occurrence	\$ 2,000,000
Workers’ Compensation	Statutory Limits
Employer’s Liability	\$ 3,000,000

- **Commercial General Liability and Automobile Liability Insurance.**
Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, its Governing Board, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from performing any portion of the services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- **Workers’ Compensation and Employers’ Liability Insurance.**
Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the services under the Agreement. In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the services.

6.2. Proof of Insurance. The Vendor shall not commence performing any portion of the services under the Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- (c) An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- (d) All policies except the Workers' Compensation Insurance and Employers' Liability Insurance Policies shall be written on an occurrence form.

6.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

7. Licenses. Vendor and all of its employees, agents, and contractors shall secure and maintain in force, at Vendor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of products, materials, supplies, or services herein listed.

8. Claims. In the event of any demand by Vendor's contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Agreement, (B) payment by the District of money or damages arising from work done by, or on behalf of, Vendor's contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Vendor's contractor is not otherwise entitled, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code as a condition precedent to Vendor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Vendor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the

dispute, Vendor's contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District. Statutory language from Public Contract Code sections 9204, and 20104 through 20104.6, is attached at **Attachment "1"** and incorporated herein by this reference.

9. Other Terms of Agreement.

- 9.1. For the purposes of this Agreement, all references to the "State of California," "State," and/or "Local Agency" in the CMAS Contract(s) shall be interpreted to apply to the District and all rights, duties and obligations with respect to the "State of California," "State," and/or "Local Agency" under the CMAS Contract shall apply to the District under this Agreement.
- 9.2. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
- 9.3. This Agreement, the attachments hereto and the documents specifically incorporated into the Agreement by reference constitute the entire agreement between the Parties. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by both Parties.
- 9.4. Each party shall bear its own costs and attorneys' fees incurred in relation to the drafting and negotiation of this Agreement and any proceedings connected to, arising or resulting from this Agreement.
- 9.5. This Agreement and the rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.
- 9.6. The Parties agree to execute all such other documents and to take all such other actions as may be reasonably necessary to effect and carry out the purposes of this Agreement.
- 9.7. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as the counterparts duly executed on behalf of all parties have been furnished and assembled. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.
- 9.8. All notices to be given under this Agreement shall be in writing to the address of the appropriate party as set forth below or as provided by written notice to the other party.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

District:

Vendor:

Tahoe Truckee Unified School District

The Garland Company, Inc.

11603 Donner Pass Road
Truckee, CA 96161

Attn: Chuck Ripepi
3800 E. 91st Street
Cleveland, OH 44105

Date: _____, 2023

Date: _____, 2023

SIGNATURE

SIGNATURE

Mrs. Carmen Ghysels
NAME

PRINT NAME

Superintendent /Chief Learning Officer
TITLE

PRINT TITLE

Attachment "1"**Public Contract Code section 9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed

meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted

statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

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

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

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

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

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

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

§ 20104.2.

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

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

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

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

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

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

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

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

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

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

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

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

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

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

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

§ 20104.6.

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

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

END OF DOCUMENT

Exhibit "A"
(See Attached CMAS Contract 4-20-56-006B)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-20-56-0006B**

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.



Procurement Division
 707 Third Street, 2nd Floor, MS #2-202
 West Sacramento, CA 95605-2811

State of California
MULTIPLE AWARD SCHEDULE
The Garland Company, Inc.

CMAS NUMBER:	4-20-56-0006B
CMAS TERM DATES:	1/27/2020 through 12/31/2024
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	<u>December 1, 2017</u> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE #:	47QSWA20D002X
BASE SCHEDULE HOLDER:	Garland Company Inc, The

This CMAS provides for the purchase and warranty of roofing and flooring materials. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf) (www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf). This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

Original Signature On File _____ Effective Date: **1/27/2020**
BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-20-56-0006B**

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Garland
Brand-Gardena
Construction Flooring-Epoxy
Construction-Roofing Material

AVAILABLE PRODUCTS AND/OR SERVICES

All of the products from the manufacturer/manufacturers listed in the base GSA schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the [GSA eLibrary](http://www.gsaelibrary.gsa.gov) at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule Number 47QSWA20D002X (GARLAND COMPANY INC, THE) with a GSA term of 1/01/2020 through 12/31/2024.

EXCLUDED PRODUCTS AND/OR SERVICES

Order-Level Materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed or emailed to the following:

**The Garland Company, Inc.
3800 East 91st Street
Cleveland, OH 44105
Attn: Steven Rojek**

E-mail: srojek@garlandind.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Steven Rojek
Phone: (216) 430-3613
E-mail: srojek@garlandind.com**

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of [Top 500 Delinquent Taxpayers](http://www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml) is available at www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml.

The California Department of Tax and Fee Administration's list of [Top 500 Sales & Use Tax Delinquencies in California](http://www.cdtfa.ca.gov/taxes-and-fees/top500.htm) is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-20-56-0006B**

CALIFORNIA SELLER'S PERMIT

The Garland Company, Inc.'s California Seller's Permit Number is 030651030. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 3 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

PRICE DISCOUNTS

This CMAS contains prompt payment discounts. See the base GSA schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30-45 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) shall follow the instructions below whenever the weight of the purchase is 100-lbs or more and F.O.B. Destination, Freight Prepaid is not used.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

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Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the purchase order in the format shown below.

Shipping Instructions:

Supplier route via:
Carrier's telephone number: _____

Annotate bill/s of lading as follows:

"Freight for account of State of California. Tender Number: _____ applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT." Estimated Freight charges: _____.

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____ UPS account number applies.
State of California Purchase Order Number _____, SHIP COLLECT. Estimated UPS charges: _____.

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

CMAS Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the CMAS contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website (www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority).

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HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FISCAL, Chapter 5 (FISCAL):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
 - Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select "Find a CMAS Contractor."
 - Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
 - If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCAL, Chapter 3).
 - This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
 - Assess the offers received using best value methodology, with cost as one of the criteria.
 - Issue a Purchase Order to the selected CMAS contractor.
 - For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

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ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website (www.dgsapps.dgs.ca.gov/osp/Statewid eFormsWeb/Forms.aspx), select Standard STD Forms.

FISCAL Purchase Documents – State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FISCAL purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Standard 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.

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- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCAL, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCAL, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The Garland Company, Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

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CMAS Small Business and Disabled Veteran Partners lists

(www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: www.dgs.ca.gov/OFS/Price-Book.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - iv. Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

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NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

Ordering Instructions and Special Provisions

STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

NOT SPECIFICALLY PRICED (NSP) ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

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4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.
- The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:
1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
 2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
 3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCAL, Chapter 2, Section 2.E3.2.
 4. Any other item or class of items specifically excluded from the scope of this CMAS.
 5. Public Works components NOT incidental to the total purchase order amount.
 6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
 7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

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The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

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APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

This CMAS contains prompt payment discounts. See the base GSA schedule for the specific percent of discount.

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Standard 204)

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting office(s). Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book (www.dgs.ca.gov/OFS/Price-Book).

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to **1.25%** of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

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The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

6. Credit Card

The Garland Company, Inc. accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

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8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMar and/or Lease SMar). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State’s procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS SMar™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

Ordering Instructions and Special Provisions

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and then select “File a CMAS Quarterly Report”.

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as “reports” below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).

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- New CMAS agreements, renewals, extensions, and amendments will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

OBTAINING COPY OF ORIGINAL CMAS AND AMENDMENTS

A copy of a CMAS and amendments, if any, can be obtained at Cal eProcure (caleprocure.ca.gov). A complete CMAS consists of the following:

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to **1.25%** of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Amendments, if applicable.

CMAS contractors cannot charge local government agencies an additional **1.25%** charge on a separate line item to cover the incentive fee. The CMAS contractor must include the **1.25%** incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

Ordering Instructions and Special Provisions

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**CONTRACTORS ACTING AS FISCAL
AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

**LIQUIDATED DAMAGES FOR LATE
DELIVERY**

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-20-56-0006B**

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT
AND PHONE NUMBER**

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

Ordering Instructions and Special Provisions

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CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
THE GARLAND COMPANY, INC.
CMAS NO. 4-20-56-0006B

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784

ATTACHMENT B
CMAS Quarterly Business Activity Report

Instructions for **completing** the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per Purchase Order** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1.25% Remitted to DGS** - Identify 1.25% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

Exhibit "B.1." Price Sheet



Timothy Samanego
775-772-9822
tsamaniego@garlandind.com

MATERIAL QUOTE

The Garland Company, Inc. ©
3800 East 91st Street
Cleveland, OH 44105
www.garlandco.com

Client:	Tahoe Truckee Unified School District
Contact:	Rob Kostler
Job:	Truckee High School - Gym and Cafeteria (S2-S7)

January 26, 2023

Product #	Description	Coverage Rate	Unit Price	Quantity	Total Price
7846-KIT	LiquiTec Base (Gray) 2-part, 100% solids polyureacoating kit yielding 4.5 gallons mixed - Gray	Ref Application Guide (Pkg: 4.5 GL PAIL)	\$992.00 (EA)	200	\$198,400.00
7844-KIT	LiquiTec (White) 2-part, 100% solids polyureacoating yielding 4.5 gallons mixed	Ref Application Guide (Pkg: 4.5 GL PAIL)	\$992.00 (EA)	150	\$148,800.00
2130-TRUWHITE	Tuff-Stuff MS True White Moisture curing, single component modified silane sealant	24 tubes/case (Pkg: 10.3oz Tube)	\$21.00 (EA)	90	\$1,890.00
4879	Grip Polyester Firm Polyester reinforcement used for cold application over smooth BUR or mod.	1000 sq. ft./roll (32' x 3' 4") (Pkg: ROLL)	\$438.00 (RL)	30	\$13,140.00

Terms: 1 1/2% DISCOUNT 10 DAYS / A FINANCE CHARGE OF 1% PER MONTH, 20% PER ANNUM WILL BE ADDED TO THE UNPAID BALANCE 60 DAYS AFTER INVOICE DATE.

Printed 01/26/2023 Quote is valid 180 days from this date.

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Timothy Samaniego
 775-772-9822
 tsamaniego@garlandind.com

The Garland Company, Inc. ☎
 3800 East 91st Street
 Cleveland, OH 44105
 www.garlandco.com

Product #	Description	Coverage Rate	Unit Price	Quantity	Total Price
4876	Grip Polyester Soft Polyester reinforcement used for cold applications over metal, mod., or single ply	1000 sq. ft./roll (32' x 3' 4") (Pkg: ROLL)	\$403.00 (RL)	6	\$2,418.00
Total Material:					\$364,648.00
Freight Charges:					\$5,000.00
Taxes:					\$30,083.46
Total Price:					\$399,731.46

Terms: 1 1/2% DISCOUNT 10 DAYS / A FINANCE CHARGE OF 1% PER MONTH, 20% PER ANNUM WILL BE ADDED TO THE UNPAID BALANCE 60 DAYS AFTER INVOICE DATE.

Printed 01/28/2023 Quote is valid 180 days from this date.

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MATERIAL QUOTE



Timothy Samaniego
775-772-9822
tsamaniego@garlandind.com

The Garland Company, Inc. ®
3800 East 91st Street
Cleveland, OH 44105
www.garlandco.com

Client:	Tahoe Truckee Unified School District
Contact:	Rob Kostler
Job:	Truckee High School - Old Pool (S1) Alt #1

January 26, 2023

Product #	Description	Coverage Rate	Unit Price	Quantity	Total Price
4411-80	StressBase 80 Fbgl-reinforced SBS Mod underlayment used w/VersiPly and StressPly Cap Sheets	150 sq. ft./roll (52' x 3' 3") (Pkg: ROLL)	\$198.00 (RL)	50	\$9,900.00
4377	StressPly Plus FR Mineral Poly/fbgl-reinforced SBS-mod. FR membrane w/recycled rubber & min	75 sq. ft./roll (26' 2" x 3' 3") (Pkg: ROLL)	\$287.00 (RL)	100	\$28,700.00
7305-5-S	Green-Lock Plus Membrane Adh Membrane Adhesive	2-2.5 gal./sq. (Pkg: 5 GL PAIL)	\$480.00 (EA)	70	\$33,600.00
7306-3-S	Green-Lock Plus Flashing Adh GreenLock Plus Flashing Grade	4-6 gal/sq (Pkg: 3.5 GL PAIL)	\$404.00 (EA)	6	\$2,424.00

Terms: 1 1/2% DISCOUNT 10 DAYS / A FINANCE CHARGE OF 1% PER MONTH, 20% PER ANNUM WILL BE ADDED TO THE UNPAID BALANCE 60 DAYS AFTER INVOICE DATE.

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The Garland Company, Inc. ®
3800 East 91st Street
Cleveland, OH 44105
www.garlandco.com

Product #	Description	Coverage Rate	Unit Price	Quantity	Total Price
2130-TRUWHITE	Tuff-Stuff MS True White Moisture curing, single component modified silane sealant	24 tubes/case (Pkg: 10.3oz Tube)	\$21.00 (EA)	30	\$630.00
7303-3	KEE-Lock Mastic White 100% solids polyether termination mastic for use w/ KEE-Stone FB 60 Flashing	Reference Data Sheet (Pkg: 3 GL PAIL)	\$416.00 (EA)	3	\$1,248.00
4840-6	GarMesh 6" SBS coated woven fiberglass reinforcing fabric	75 sq. ft./roll (150' x 6") (Pkg: ROLL)	\$82.00 (EA)	3	\$246.00
7475-5-U	Pyramic Plus LO White water based acrylic, low VOC, reflective roof coating	Reference Data Sheet (Pkg: 5 GL PAIL)	\$474.00 (EA)	45	\$21,330.00

Total Material: \$98,078.00

Freight Charges: \$9,000.00

Taxes: \$8,091.44

Total Price: \$115,169.43

Terms: 1 1/2% DISCOUNT 10 DAYS / A FINANCE CHARGE OF 1% PER MONTH, 20% PER ANNUM WILL BE ADDED TO THE UNPAID BALANCE 60 DAYS AFTER INVOICE DATE.

Printed 01/26/2023 Quote is valid 180 days from this date.

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**Exhibit "B.2."
Warranty**

1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - a. 30 years from date of acceptance.
 - b. Contractor 2-year warranty

Warranty No: _____ Effective Date: _____

The Garland Company, Inc.®
Ten (10) Year High-Performance Roof System Restoration Limited Warranty

Owner Name: SAMPLE COPY Contractor Name: _____
 Address: _____ Address: _____
 City: _____ State/Zip: _____ City: _____ State/Zip: _____
 Building Name: _____ Products: _____
 Roof ID: _____ Square Footage: _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. (hereinafter referred to as "Garland"), a Corporation of the State of Ohio, warrants to the above named Owner that the Garland roof system will not leak due to manufacturing defects. Subject to receipt of proper notice as set forth below and the terms of this Warranty, Garland will pay all authorized costs of repairs to the roofing system necessary to stop any leaks caused by defective materials that occur within ten (10) years from the final completion date. In the event repairs to correct leaks caused by defective materials require removal and replacement of the roof system in recover applications, Owner will be responsible for costs associated with the removal and replacement of the original roof system. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

In order for this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland. This Warranty is transferable, subject to Garland's approval of the payment of the transfer fee and applicable maintenance required. This Warranty shall not be applicable if, in the sole judgment of Garland, any of the following shall occur:

- A. The roofing system is damaged by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage.
- B. The roofing system is damaged by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. The roofing system is damaged by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the roofing system resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall
 - 3. Chemical contaminate attacks on the roofing system which have not been approved or accepted by Garland.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Failure of Owner to properly notify Garland in writing and receive written approval of:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- F. Failure of Owner to properly maintain the roof according to the High-Performance Roof Care & Maintenance Guide.
- G. Failure of Owner to provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS/EXCLUSIONS

Garland shall not be responsible for damages that occur to real or personal property as a result of leaks, including damage to the structure itself or contents therein. Instead, Garland's sole responsibility pursuant to this Warranty is for costs associated with repairs of leaks caused by defective materials set forth above. Garland shall not be liable for any discoloration, cosmetic deterioration or change in the visual appearance of the roofing system or Garland's top coating, or the removal or replacement of any roof top equipment or systems to perform any repairs. Furthermore, Garland shall not be responsible for any incidental or consequential damages caused by leaks in the original roof system, including, but not limited to, loss of use or profits.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the leak and roofing system. If it is determined that the roof leak is the direct result of defective materials, Garland will perform the repairs required to correct the roof leaks at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under and in accordance with the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. In the event that any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein.

WARRANTY CONTINUATION

In the fifth (5) year of the Warranty period, Owner must request an inspection of the roof system any time between the sixth and tenth months of the year to determine the appropriate maintenance and surface treatment required for continuation of the Warranty. Upon receipt of such request, Garland will perform an inspection of the roofing system to determine whether any repairs or surface coatings are required to make the roof system eligible for continuation of this Warranty. After such inspection, Garland will submit a detailed inspection report to Owner that identifies the nature and extent of any such repairs and/or surface coatings over the field of the roof required to maintain this Warranty. After the Owner has coated the roof and/or caused any required repairs to be made (at its sole expense and by a contractor approved by Garland) and notifies Garland of the same in writing, this Warranty will remain effective for the remaining 5 years.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

The Garland Company, Inc. | 3800 East 91st Street | Cleveland, Ohio 44105

OWNER FURNISHED PRODUCTS for Gym and Cafeteria S2-S7

PART 1 - GENERAL**1.1 SUMMARY**

- A. **DESCRIPTION:** The Owner shall procure and provide certain products for installation as shown and specified per Contract Documents.
- B. **RELATED WORK SPECIFIED ELSEWHERE:**
1. **General:** Products furnished and paid for by the Owner are described in the following technical sections and /or in the Drawings.
 2. **Owner SUPPLIED MATERIAL**
Note that this project includes the installation of owner-supplied material; the Owner has acquired roofing material through the CMAS program.

1.2 DEFINITIONS

- A. **GENERAL:** The following are used to identify products as noted on the Drawings.
- B. **OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.):** Products or equipment furnished by the Owner for installation under this contract.
- C. **OWNER FURNISHED OWNER INSTALLED (O.F.O.I.):** Products or equipment to be provided and installed by the Owner, but requiring surfacing, backing, utility connections or other preparation under this contract, for proper installation.
- D. **NOT IN CONTRACT (N.I.C.):** Products or equipment to be provided and installed by Owner, not requiring surfacing, backing, utility connections or other preparation under this contract.

PART 2 - PRODUCTS**2.1 PRODUCTS**

- A. **ROOFING MATERIAL FURNISHED BY OWNER (O.F.C.I.):** Owner supplied material through the CMAS program.
- B. **MATERIAL LIST**
Listed in a Table below is a list of Owner provided material. Any material or accessories required for the installation of the roof system in excess of the Owner provided material must be supplied by the Contractor. It is up to the Contractor to determine the precise amount of material required for the completion of this project; and to provide excess material, as required.

Owner Furnished Products
Section 01640-1

TABLE OF ROOFING MATERIAL OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I)

Material	Product Name	Product Code	Quantity Supplied by County	Coverage
THS Gym and Cafeteria S2-S7				
Base Coat (Part A+B)	LiquiTec Base Coat	7846-KIT	200 (4.5 gal buckets)	3.0 gals/sq.
Top Coat (Part A+B)	LiquiTec Top Coat	7844-KIT	150 (4.5 gal buckets)	2 gals/sq.
Reinforcement fabric	Grip Polyester Firm	4879	30 rolls	40" x 324'
Reinforcement fabric	Grip Polyester Soft	4876	6 rolls	40" x 324'
Caulking/Sealant	Tuff-Stuff	2130WHT	90 – 10 Oz tubes	20 feet

PART 3 - EXECUTION

2.2 OWNER'S RESPONSIBILITIES

- A. **SUBMITTALS:** Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- B. **DELIVERY:**
 - 1. **General:** Arrange and pay for product delivery to site, in accordance with construction schedule.
 - 2. **Bill of Materials:** Deliver supplier's documentation to Contractor.
 - 3. **Inspection:** Inspect jointly with Contractor.
 - 4. **Claims:** Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.
- C. **GUARANTEES:** Arrange for manufacturer's warranties, bonds, service, and inspections, as required.

2.3 CONTRACTOR'S RESPONSIBILITIES

OWNER FURNISHED PRODUCTS SECTION 01640

Page 3

- A. **SUBMITTALS:** Review shop drawings, product data and samples with notification of any discrepancies or problems anticipated in use of product.
- B. **DELIVERY:**
1. **General:** Designate delivery date for each product in Progress Schedule.
 2. **Receiving:** Receive and unload products at site. Handle products at site, including uncrating and storage.
 3. **Inspection:** Promptly inspect products jointly with Owner; record shortages, damaged or defective items.
 4. **Storage:** Protect products from damage or exposure to elements.
- C. **INSTALLATION:**
1. **General:** Assemble, install, connect, adjust and finish products, as stipulated in the respective section of Specifications.
 2. **Repair and Replacement:** Items damaged during handling and installation.

* End Section *

January 14, 2023

SECTION 07550
 MODIFIED BITUMINOUS MEMBRANE ROOFING
 Old Pool – Alt 1

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cold Applied 2-Ply Solvent Free Asphalt Roofing.

SCOPE OF WORK

1. Provide all labor, equipment and non-district supplied materials to install the specified new roofing system
2. Remove and properly dispose to the existing roof system and flashings down to the wood decking
3. Replace all dry rot wood decking
4. Install new wood nailer per specification, insure proper height with roofing system
5. Install red rosin sheet
6. Install a minimum of R-30 polyiso insulation
7. Mechanically attach ½" six-sided asphalt saturated cover board.
8. Install new edge metal
9. Install new 18-gauge gutters, match existing locations for downspouts
10. Install one (1) ply of StressBase 80 in Green-Loc No VOC membrane adhesive
11. Install one (1) ply of StressPly Plus FR Mineral in Green-Loc No VOC membrane adhesive
12. Apply Title 24 compliant coating Pyramic Plus Lo per specification

1.2 RELATED SECTIONS

1.3 REFERENCES

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Damp proofing, and Waterproofing.
- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- D. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- E. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- F. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- G. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- H. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- I. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

- J. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- K. Warnock Hersey (WH): Fire Hazard Classifications.
- L. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- M. UL - Fire Resistance Directory.
- N. California Title 24 Energy Efficient Standards.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, or WH Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Underwriters Laboratory Class A Rating.
 - 2. Warnock Hersey Class A Rating.
- C. Design Requirements:
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Importance Category:
 - a) IV
 - 3) Importance Factor of:
 - a) 1.0
 - 4) Wind Speed: 130 mph
 - 5) Ultimate Pullout Value: minimum of 486 pounds per each of the fastener
 - 6) Exposure Category:
 - a) C.
 - 7) Design Roof Height: 16 feet.
 - 8) Minimum Building Width: 244 feet.
 - 9) Roof Pitch: 1/4 :12.
 - 10) Roof Area Design Uplift Pressure:
 - a) Zone 1 - Field of roof 47.2 psf.
 - b) Zone 2 - Eaves, ridges, hips and rakes 54.1 psf.
 - c) Zone 3 - Corners 71.2 psf.
 - 2. Live Load: 20 psf., or not to exceed original building design.
 - 3. Dead Load:
 - a. Installation of new roofing materials shall not exceed the dead load capacity of the existing roof structure.

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Closeout Submittals: Provide manufacturer's maintenance instructions that include

recommendations for periodic inspection and maintenance of all completed roofing work.
Provide product warranty executed by the manufacturer

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- C. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

1.7 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work. Inspect and make notes of job conditions prior to installation, record minutes, and identify all outstanding issues.
- C. Objectives include:
 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 2. Tour representative areas of roofing substrates, inspect and discuss conditions of substrate, roof drains, curbs, penetrations and other preparatory work.
 3. Review structural loading limitations of deck and inspect deck for loss of flatness and required attachment.
 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents
 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
 6. Review required inspection, testing, certifying procedures.
 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
 8. Record conference including decisions and agreements reached. Furnish copy of records to each party attending

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50-degree F (10 degree C) and below 80-degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - a. 30 years from date of acceptance.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 2 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com.

2.2 COLD APPLIED 2-PLY SOLVENT FREE ASPHALT ROOFING - STRESSPLY, OPTIMAX, OR VERSIPLY

- A. Rosin Sheet: One ply to the deck.
 - 1. Red Rosin
- B. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:
 - 1. StressBase 80;
- C. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with interplay adhesive.
 - 1. StressPly Plus FR Mineral:
- D. Interply Adhesive: (Layer 1 and 2)
 - 1. Green-Lock Plus Membrane Adhesive:
- E. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive: except torch sheet.
 - 1. StressBase 80:

- F. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive: except torch sheet.
 - 1. StressPly Plus FR Mineral:
- G. Flashing Ply Adhesive:
 - 1. Green-Lock Plus Flashing Adhesive:
- H. Surfacing: Requires 30 days wait before applying.
 - 1. Surface Coatings
 - a. Pyramic Plus LO:

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 - 2. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 - 3. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 - 4. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 - 5. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 486 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.

3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 - 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area),

working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

- D. Complete all roofing field assembly work each day, contractor is responsible to properly tarp, cover, and/or night tie the roofing system as to not allow any moisture into or on the roofing system and deck. Phased construction will not be accepted.

3.4 INSTALLATION COLD APPLIED ROOF SYSTEM

- A. **Base Ply:** Cut base ply sheets into 18-foot lengths and allow plies to relax before installing. Install base sheet in Interply Adhesive: applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.
1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
 2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
 3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
 4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
 5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
 6. Install base flashing ply to all perimeter and projection details.
 7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.
- B. **Modified Cap Ply(s):** Cut cap ply sheets into 18-foot lengths and allow plies to relax before installing. Install in interply adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.
1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
 2. Solidly bond to the base layers with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
 3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
 4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
 5. Allow cold adhesive to set for 5 to 10 minutes before installing the top layer of modified membrane.
 6. Extend membrane 2 inches beyond top edge of all cants in full mopping's of the cold adhesive as shown on the Drawings.
- C. **Fibrous Cant Strips:** Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. **Wood Blocking, Nailers and Cant Strips:** Provide wood blocking, nailers and cant strips as specified in Section 06114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
 2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.

3. Nailer lengths should be spaced with a minimum 1/8-inch gap for expansion and contraction between each length or change of direction.
 4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs./lineal foot in any direction.
- E. **Metal Work:** Provide all metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified and installed in accordance with the specification, details and SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. **Termination Bar:** Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide Tuff-Stuff sealant at the top edge.
- G. **Flashing Base Ply:** Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) O.C. and sealed at top.
 5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.
 6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- H. **Flashing Cap Ply:**
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
 2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
 3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
 4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
 5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
 6. All stripping shall be installed prior to flashing cap sheet installation.
 7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
 8. Secure the top edge of the flashing sheet using a termination bar only when the wall

surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

- I. Surface Coatings: Apply roof coatings in strict conformance with the manufacturer's recommended procedures. Install Pyramic Plus Lo at 1.5 gals/sq per coat (2 coats required)
- J. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

- A. Inspections: The manufacturer will provide field observations during the installation of the roofing system. All deficiencies reported by the inspector must be corrected by the contractor
1. Warranty shall be issued upon manufacturer's acceptance of the installation.
- B. Final Inspections: At completion of roofing installation and associated work, meet with the Contractor, Owner, roofing system manufacturer's representative and others directly concerned with the performance of the roofing system
- C. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.
- D. If core cuts verify the presence of damp or wet materials, the installer shall be required to replace the damaged areas at their own expense.
- E. Repair or replace all deteriorated or defective work found at the time of inspection as required to produce an installation that is free of damage and deterioration at the time of Substantial Completion and according to the warranty requirements.
- F. Notify Owner and manufacturer upon the completion of corrections.
- G. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

3.8 SCHEDULES

- A. Rosin Sheet: Red Rosin Paper
- B. Base (Ply) Sheet:
1. StressBase 80: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 5147.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 0 +/- 3.6 deg. F MD 100 lbf/in XD 100 lbf/in
 - 2) 50mm/min. @ -17.78 +/- 2 deg. C MD 17.5 kN/m XD 17.5 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 110 lbf XD 100 lbf
 - 2) 50mm/min. @ 23 +/- 2 deg. C MD 489 N XD 444 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 0 +/- 3.6 deg. F MD 4 % XD 4 %
 - 2) 50mm/min @ -17.78 +/- 2 deg. C MD 4 % XD 4 %
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)
- C. Flashing Modified Cap (Ply) Sheet:
1. StressPly Plus FR Mineral: 155 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf XD 500 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 2224 N XD 2224 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 8% XD 8%
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 8% XD 8%
 - d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)
- D. Interply Adhesive:
1. Green-Lock Plus Membrane Adhesive: Cold applied solvent free membrane adhesive: zero V.O.C. compliant performance requirements:
 - a. Non-Volatile Content ASTM D 4586 100%
 - b. Density ASTM D 1475 12.3 lbs./gal. (1.47 g/cm³)
 - c. Viscosity Brookfield Spindle T-E at 5 rpm 124,000 cPs.
 - d. Flash Point ASTM D 93 400 deg. F min. (232 deg. C)
 - e. Slope: up to 3:12
- E. Flashing Base Ply:
1. StressBase 80: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 5147.
 - a. Tensile Strength, ASTM D 5147
 - 1) 2 in/min. @ 0 +/- 3.6 deg. F MD 100 lbf/in XD 100 lbf/in
 - 2) 50 mm/min. @ -17.78 +/- 2 deg. C MD 17.5 kN/m XD 17.5 kN/m
 - b. Tear Strength, ASTM D 5147
 - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 110 lbf XD 100 lbf
 - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 489 N XD 444 N
 - c. Elongation at Maximum Tensile, ASTM D 5147
 - 1) 2 in/min. @ 0 +/- 3.6 deg. F MD 4 % XD 4 %
 - 2) 50 mm/min. @ -17.78 +/- 2 deg. C MD 4 % XD 4 %
 - d. Low Temperature Flexibility, ASTM D 5147

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- 1) Passes -40 deg. F (-40 deg. C)
- F. Flashing Ply Adhesive:
- 1. Green-Lock Plus Flashing Adhesive: Cold applied solvent free flashing adhesive: zero V.O.C.
 - a. Non-Volatile Content ASTM D 4586 100%
 - b. Density ASTM D 1475 11.8 lbs./gal. (1.17 g/cm³)
 - c. Viscosity Brookfield 400,000 cPs.
 - d. Flash Point ASTM D 93 400 deg. F min. (232 deg. C)
- G. Surfacing:
- 1. Flashing Cap (Ply) Sheet:
 - a. StressPly Plus FR Mineral: 155 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
 - 1) Tensile Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
 - 2) Tear Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf XD 500 lbf
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 2224 N XD 2224 N
 - 3) Elongation at Maximum Tensile, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 8% XD 8%
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 8% XD 8%
 - 4) Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)
 - 2. Surface Coatings:
 - a. Surfacing:
 - 1) Pyramic Plus LO: White elastomeric roof coating, Energy Star approved acrylic roof coating:
 - a) Weight/Gallon 11.7 lbs./gal. (1.40 g/cm³)
 - b) Non-Volatile % (ASTM D 1644) 63 min
 - c) Reflectance 83%

END OF SECTION

OWNER FURNISHED PRODUCTS Old Pool Bldg. Alt.#1

PART 1 - GENERAL**1.1 SUMMARY**

- A. **DESCRIPTION:** The Owner shall procure and provide certain products for installation as shown and specified per Contract Documents.
- B. **RELATED WORK SPECIFIED ELSEWHERE:**
1. **General:** Products furnished and paid for by the Owner are described in the following technical sections and /or in the Drawings.
 2. **Owner SUPPLIED MATERIAL**
Note that this project includes the installation of owner-supplied material; the Owner has acquired roofing material through the CMAS program.

1.2 DEFINITIONS

- A. **GENERAL:** The following are used to identify products as noted on the Drawings.
- B. **OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.):** Products or equipment furnished by the Owner for installation under this contract.
- C. **OWNER FURNISHED OWNER INSTALLED (O.F.O.I.):** Products or equipment to be provided and installed by the Owner, but requiring surfacing, backing, utility connections or other preparation under this contract, for proper installation.
- D. **NOT IN CONTRACT (N.I.C.):** Products or equipment to be provided and installed by Owner, not requiring surfacing, backing, utility connections or other preparation under this contract.

PART 2 - PRODUCTS**2.1 PRODUCTS**

- A. **ROOFING MATERIAL FURNISHED BY OWNER (O.F.C.I.):** Owner supplied material through the CMAS program. Related specification sections include;
- B. **MATERIAL LIST**
Listed in a Table below is a list of Owner provided material. Any material or accessories required for the installation of the roof system in excess of the Owner provided material must be supplied by the Contractor. It is up to the Contractor to determine the precise amount of material required for the completion of this project; and to provide excess material, as required.

TABLE OF ROOFING MATERIAL OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.)

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
2023 THS REROOF PROJECT

Owner Furnished Products
Section 01 64 00

Material	Product Name	Product Code	Quantity Supplied by County	Coverage
THS Old Pool S1 Alt #1				
Base Sheet	Stress Base 80	4411-80	50 rolls	150 sq. ft/roll
Mineral Cap Sheet	StressPly Plus FR Min	4377	100 rolls	75 sq. ft/roll
Membrane Adhesive	Green-Loc NO VOC	7301-5	70 (5 gal buckets)	IP: 2.0 gals/sq. CAP: 2.5 gals/sq
Flashing Adhesive	Green-Loc Flashing	7302-3	6 (3.5 gal buckets)	
Caulking/Sealant	Tuff-Stuff	2130WHT	30 – 10 Oz tubes	20 feet
Mastic	KEE Lock	7303-3	3 (3.5 gal buckets)	
Reinforcement fabric	GarMesh 6	4840-6	3 rolls	6"x150' each
Coating	Pyramic Plus LO	7475-5U	45 (5 gal buckets)	1.5 gal/sq. per coat 2 coats required

PART 3 - EXECUTION

2.2 OWNER'S RESPONSIBILITIES

- A. **SUBMITTALS:** Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- B. **DELIVERY:**
1. **General:** Arrange and pay for product delivery to site, in accordance with construction schedule.
 2. **Bill of Materials:** Deliver supplier's documentation to Contractor.
 3. **Inspection:** Inspect jointly with Contractor.
 4. **Claims:** Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.
- C. **GUARANTEES:** Arrange for manufacturer's warranties, bonds, service, and inspections, as required.

2.3 CONTRACTOR'S RESPONSIBILITIES

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
2023 THS REROOF PROJECT

DOCUMENT 01 64 00

OWNER-FURNISHED PRODUCT

OWNER FURNISHED PRODUCTS SECTION 01640

Page 3

- A. **SUBMITTALS:** Review shop drawings, product data and samples with notification of any discrepancies or problems anticipated in use of product.
- B. **DELIVERY:**
1. **General:** Designate delivery date for each product in Progress Schedule.
 2. **Receiving:** Receive and unload products at site. Handle products at site, including uncrating and storage.
 3. **Inspection:** Promptly inspect products jointly with Owner; record shortages, damaged or defective items.
 4. **Storage:** Protect products from damage or exposure to elements.
- C. **INSTALLATION:**
1. **General:** Assemble, install, connect, adjust and finish products, as stipulated in the respective section of Specifications.
 2. **Repair and Replacement:** Items damaged during handling and installation.

* End Section *

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NUMBER PS-0012	3. EFFECTIVE DATE Jan 05, 2023	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (if applicable) MAS		
6. ISSUED BY CODE General Services Administration FAS, Greater Southwest Acquisition Center (7FC) 819 Taylor Street, Rm 6A06 Fort Worth, TX 76102		7. ADMINISTERED BY (if other than Item 6) CODE GSA/FAS/QVOCE 77 FORSYTH ST SW ATLANTA, GA 30303			
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) GARLAND COMPANY INC, THE 3800 E 91ST ST CLEVELAND, OH 441052103				<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
				<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
				<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 47QSWA20D002X
				<input type="checkbox"/>	10B. DATED (SEE ITEM 13) Jan 01, 2020
CODE	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Block 13 Notes...
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

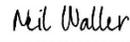
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. This contract is modified for the following:

- Additional of 40 new part numbers pursuant to 552.238-82
- Deletion of 17-part numbers pursuant to 552.238-82
- EPA increase of 242 items pursuant to Clause 552.216-70 and Acquisition Letter MV-22-02 Supplement 1.

Continue next page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Steven Rojek		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Neil waller	
15B. CONTRACTOR/OFFEROR DocuSigned by:  F8E18C1C03FD4D9... (Signature of person authorized to sign)	15C. DATE SIGNED 1/5/2023	16B. UNITED STATES OF AMERICA DocuSigned by:  9A7E796D9DBC4C8... (Signature of Contracting Officer)	16C. DATE SIGNED 1/5/2023

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

INSTRUCTIONS (Back Page):

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
 - (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
 - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
 - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
 - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
 - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
 - (1) Accounting classification
 Net increase \$
 - (2) Accounting classification
 Net decrease \$
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
 - (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
 - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
 - (i) Total contract price increased by \$
 - (ii) Total contract price decreased by \$
 - (iii) Total contract price unchanged.
 - (3) State reason for modification.
 - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
 - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
 - (i) A reference to the letter determination; and
 - (ii) A statement of the net amount determined to be due in settlement of the contract.
 - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

Continuation of Description...

B. This contract is modified based on the following price list(s):

-Attachment A_ FF070KA_PS0012 Garland Company Inc Commercial Price List_Effective 1 JAN 2023
 -Price Proposal Template-Attachment B_ FF070KA_PS0012 Consolidated PPL _ Effective 1 JAN 2023
 -Cover Letter with FRED.ORG hyper links for all raw material price justification.
 -Price Increase Support (Supplier price increases)

There are no excluded items marked in the approved pricelist and supersedes:

Attachment A_ FF070KA_PS0010 Garland Company Inc Commercial Price List_Effective 15 JUN 2022

C. The Most Favored Customer (MFC) remains as State and Local Government.

D. The basic discount accepted for the Government is as follows:

Basic Discount: 1% from the Commercial Price List
 Quantity/Volume Discount(s): 0%
 Prompt Payment Terms: 1.5%-10 days/net 45 days (materials); Net 30 days (Installation and Services)
 Delivery Terms: Normal: 30 days ARO (SINs 238160 and 321918PF)
 45 days ARO (SINs 238910, and 541690E)
 Expedited: 7 10 days, SINs 238160, 321918PF, 238910 and 541690E
 Warranty: Manufacturer s Standard Commercial Warranty (5-40 years)
 FOB Terms: FOB Origin Prepay/Add The 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, D.C. and U.S. territories
 Foreign Items: Items are TAA compliant
 Special Terms or Considerations: None
 Restock Fees: NA

E. The price/discount relationship between the Government and the MFC is as follows:

Discount Relationship: Products Only:
 The Garland Company Inc. s Most Favored Customers (MFC) and the Basis of Award (BOA) for this contract are "State and Local Government". The price/discount relationship between the Government and the MFC will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Government s basic discount will never be less than 1% and will always be at least equal to the 1% basic discount granted to the MFC, which are State and Local Government.

F. As a result of this modification, a revised GSA Advantage! submission is required and should be received within 30 calendar days from the effective date of this modification. Please note that the pricing shown in GSA Advantage! will prevail as the accepted contract pricing until replaced by a revised GSA Advantage! file submission regardless of the effective date of the modification. Therefore, any price increases which may be incorporated by this modification will not be effective to ordering agencies until posted in GSA Advantage!

The Garland Company, Inc. is also required to issue a new GSA price list or price list addendum incorporating the changes described in this modification. One supplemental

Continuation of Description...

price list shall be submitted to this office and one copy shall be submitted to the National Customer Service Center. The preferred method of distribution is electronic in accordance with your contracting officer's instructions and to the National Schedules Information Center at NCSCcustomer.service@gsa.gov.

G. The Industrial Funding Fee (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price discount relationship stated above. The current IFF is .75% and should be calculated as follows:

Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: $(\$100,000 / 0.9925) = \$100,755.67$

All other terms and conditions remain unchanged.

This modification is issued at no cost to either party.

DocuSign Envelope ID: BC245A38-D9DF-417F-BB1B-2F3E75523B74

Block 13 Notes

Block 13.C:

EPA:

552.216-70 ECONOMIC PRICE ADJUSTMENT FSS MULTIPLE AWARD SCHEDULE CONTRACTS (SEP 1999)
(ALTERNATE I SEP 1999)

Acquisition Letter MV-22-02.

ADD Products: For non-TDR contracts 552.238-82 MODIFICATION (FEDERAL SUPPLY SCHEDULE) (JAN
2022) (ALTERNATE I -MAR 2020)

Delete Products:

For non-TDR contracts 552.238-82 MODIFICATION (FEDERAL SUPPLY SCHEDULE) (JAN 2022)
(ALTERNATE I -MAR 2020)

DocuSign Envelope ID: BC245A38-D9DF-417F-BB1B-2F3E75523B74

List of Documents for the eMod Package:

File Name: csp.pdf
Submit Date: 1/5/2023 8:37:04 AM
Description: Commercial Sales Practices Format

File Name: Attachment A_ FF070KA_PS0012 Garland Company Inc Commercial Price List_Effective 1 JAN 2023.pdf
Submit Date: 01/05/2023 15:28:40:84
Description: Attachment A_ FF070KA_PS0012 Garland Company Inc Commercial Price List_Effective