



Lake Forest School District ♦ 5423 Killens Pond Road ♦ Felton, DE 19943 ♦ 302-284-3020

LAKE FOREST HIGH SCHOOL ROOF REPLACEMENT

FOR

LAKE FOREST SCHOOL DISTRICT
5423 KILLENS POND RD.
FELTON, DE 19943

ISSUED FOR BIDDING
May 1, 2013

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**LAKE FOREST SCHOOL DISTRICT
LAKE FOREST HIGH SCHOOL ROOF REPLACEMENT
5407 KILLENS POND RD.
FELTON, DE 19943**

PROJECT TEAM

OWNER:

Lake Forest School District
5423 Killens Pond Rd
Felton, DE 19943
Phone: 302/284-3020 Fax: 302/284-5829

PROJECT:

Lake Forest High School Roof Renovations
5407 Killens Pond Road
Felton, DE 19943

ARCHITECT:

R G Architects, LLC
200 W. Main Street
Middletown, DE 19709
Phone: 302/376-8100 Fax: 302/376-9851

1. Instructions to Bidders**2. Supplemental Instructions to Bidders****3. Documents to be Submitted with Bid**

- Bid Form
- Bid Bond (State Form)

4. Contract Forms

- Standard Form of Agreement Between Owner and Contractor (AIA Document A101, 1997 Edition)
- Performance Bond and Payment Bond (State Forms)
- Supplemental Attachment for Acord Certificate of Insurance (AIA Document G715)
- Change Order (AIA Document G701)
- Application and Certificate for Payment (AIA Documents G702 and G703)
- Certificate of Substantial Completion (AIA Document G704)
- Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706)
- Contractor's Affidavit of Release of Liens (AIA Document G706A)
- Consent of Surety of Final Payment (AIA Document G707)
- Architect's Supplemental Instructions (AIA Document G710)
- Construction Change Directive (AIA Document G714)

5. Conditions of the Contract

- General Conditions of the Contract for Construction (AIA Document A201, 1997 Edition)
- Supplementary General Conditions
- General Requirements

6. Delaware Prevailing Wage Rates**7. Technical Specifications**

<u>Section</u>	<u>Title</u>
00000	Invitation To Bid
01100	Summary
01140	Work Restrictions
01230	Alternates
01250	Contract Modification Procedures
01310	Project Management and Coordination
01330	Submittal Procedures
01400	Quality Requirements
01500	Temporary Facilities and Controls
01600	Product Requirements
01631	Substitutions
01700	Execution Requirements
01731	Cutting and Patching
01732	Selective Demolition
01770	Closeout Procedures
06100	Rough Carpentry
07552	Modified Bitumen Membrane Roofing
07620	Sheet Metal Flashing & Trim
07712	Preformed Sheet Metal
07920	Joint Sealants
15410	Plumbing

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INSTRUCTIONS TO BIDDERS

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8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL**1.1 DEFINITIONS**

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

ARTICLE 2: BIDDER'S REPRESENTATIONS

- 2.1 PRE-BID MEETING
- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.
- 2.2 By submitting a Bid, the Bidder represents that:
- 2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.
- 2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's his personal observations with the requirements of the proposed Contract Documents.
- 2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 JOINT VENTURE REQUIREMENTS

- 2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.
- 2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.
- 2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.
- 2.3.4 All required insurance certificates shall name both Joint Venturers.
- 2.3.5 Both Joint Venturers shall sign the Bid Form and shall submit a valid Delaware Business License Number with their Bid or shall state that the process of application for a Delaware Business License has been initiated.
- 2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.
- 2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.
- 2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS**3.1 COPIES OF BID DOCUMENTS**

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- 3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.
- 3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.
- 3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.
- 3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

- 3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

- 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.4.3 No Addenda will be issued later than 4 days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.
- 3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

4.2 BID SECURITY

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this

State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 As required by Delaware Code, Title 29, Chapter 69, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors they intend to employ for this project. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included. The format and categories for the list shall be provided and reviewed and confirmed at the pre-bid meeting.

4.3.2 Provide the Name and Address for each listed subcontractor. Addresses by City, Town or Locality, plus State, will be acceptable.

4.3.3 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

4.4.1 During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

4.5 PREVAILING WAGE REQUIREMENT

- 4.5.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000, and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor and Industrial Relations of the State of Delaware.
- 4.5.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- 4.5.3 The employer shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 4.5.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 4.5.5 Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every contractor and subcontractor performing work upon the site of construction. The contractor and subcontractor shall keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available: (1) For inspection or furnished upon request to a representative of the Department of Labor; (2) Upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Department of Labor in accordance with the Department's copying fee policy. The public shall not be given access to the records at the principal office of the contractor or subcontractor; and (3) The certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within 10 days from receipt of notice requesting the records from the Department of Labor.

4.6 SUBMISSION OF BIDS

- 4.6.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
- 4.6.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.
- 4.6.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.6.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.6.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.

4.7 MODIFICATION OR WITHDRAW OF BIDS

4.7.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or telegram, if the Architect is notified in writing prior to receipt of telegram, is acceptable. A telegram directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.7.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.7.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

4.8 ERROR IN BID

4.8.1 If a Bidder discovers a error in their Bid and the error is such that the Bidder believes that an award of the Contract would likely cause irreparable damage to the Bidder, the Bidder may request release from the Bid and return of the Bid Surety.

4.9 PROCEDURE FOR REPORTING ERROR

4.9.1 The request shall be made in writing and the error in the Bid fully identified and explained. Additionally, the request must also include the dollar amounts indicated and the dollar amounts actually intended.

4.9.2 The Bidder shall request a conference with the Architect as soon as is practically possible. The Bidder shall make available to the Architect all work sheets, tapes, etc. by which the Bid was computed.

4.10 CONDITIONS FOR CONSIDERATION OF RELEASE FROM BID AND RETURN OF BID GUARANTY

4.10.1 The reporting of the error shall have been made prior to the Agency's acceptance of the Bid.

4.10.2 The error must relate to a material feature of the Bid.

4.10.3 The error must be apparent and substantial in amount so that it would be apparent an award of Contract would likely cause irreparable damage to the Bidder.

4.10.4 The error shall be substantiated by bid work sheets and tapes.

4.10.5 The error shall be shown to have been an honest and unintentional act and resulted in a Bid that was not intended.

4.10.6 The Bidder shall not have been involved in a similar situation or granted a release from a prior Bid within twelve (12) month period of the date of the Bidder's proposal.

ARTICLE 5: CONSIDERATION OF BIDS**5.1.1 OPENING OF BIDS**

5.1.2 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.2 REJECTION OF BIDS

5.2.1 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.2.2 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

5.2 COMPARISON OF BIDS

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The right is reserved to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

5.3 DISQUALIFICATION OF BIDDERS

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
- B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;

- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.
 - 5.3.3.2 Evidence of collusion among Bidders.
 - 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
 - 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
 - 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
 - 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
 - 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
 - 5.4.2 Per Section 6962(d)(13) a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid."
 - 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
 - 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
 - 5.4.5 The successful Bidder shall execute a formal contract and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract

award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of one year after the date of substantial completion.

- 5.4.6 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Prior to receiving an award, the successful Bidder shall furnish to the Agency proof of State of Delaware Business Licensure. If the Bidder does not currently have a Business License, they may obtain an application by writing to: Division of Revenue, Carvel State Office Building, 820 French Street, Wilmington, DE 19899. A copy of the letter written to the Division of Revenue, sent with your Bid will be adequate proof for your firm to be considered for award until such time as you receive your license.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 BUSINESS DESIGNATION FORM
- 6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

- 7.1 BOND REQUIREMENTS
- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).
- 7.2 TIME OF DELIVERY AND FORM OF BONDS
- 7.2.1 The bonds shall be dated on or after the date of the Contract.
- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

ARTICLE 8: FORM OF AGREEMENT BETWEEN AGENCY AND CONTRACTOR

- 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF INSTRUCTIONS TO BIDDERS

1. Contract Documents

Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

Addenda are written or graphic instruments, issued by the Architect prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

2. Bids

Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

In making copies of the Bidding Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.

Bids (unless directed otherwise) must be prepared upon the letterhead of the firm or individual submitting the estimate in the exact form and sequence of the Proposal Form included in these specifications.

All blanks on the bid form shall be filled in by typewriter or manually in ink.

Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

The signer of the Bid must initial interlineations, alterations, and erasures.

All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

Include a sufficient amount in the bid to cover the cost of any and/or all work called for in Addenda or other instructions issued during the bidding period. Such work shall automatically become a part of the contract.

In the event of a tie in the bids, the Owner will decide which bidder is to be awarded the contract by any criteria the Owner chooses.

Bidders may take exception to the terms and conditions of the bid documents and specifications. Exceptions shall be considered only if they are submitted in writing within five (5) calendar days prior to the bid opening date. Exceptions that create inequity in the treatment of bidders will be rejected. Bidders risk the acceptance of their bids by the Owner, when such exceptions are submitted that are deemed not in the best interest of the project.

Bidders acknowledge and accept that the Owner's Representative may, at the Owner's option, photograph and/or videotape construction work in progress including Contractor employees.

Bidders acknowledge and accept that the Owner's Representative may, at the Owner's option, record by audiotape construction progress meetings.

3. Addenda

Addenda will be mailed, faxed, emailed, or delivered to all who have purchased or have been given a complete set of Bidding Documents. All addenda conforming to an 8-1/2" x 11" format will be sent out via fax or email only.

Copies of Addenda will be made available for inspection locally wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the bid form.

4. Listing Subcontractors

As required by Chapter 69, Section 6912 of the Delaware Code, the Bidder shall submit with, and as a part of its Proposal, a complete list of Subcontractors as agreed upon at the Bidder's Meeting during the bidding period. No Proposal will be considered unless the names and addresses, city and state only, are included in the Proposal where called for. The General Contractor shall list the entity providing the specified system and labor to install it. The work must be awarded to the Subcontractor listed.

No General Contractor shall list itself in any Proposal as the Subcontractor of any part of the Project unless it, in addition to being licensed as a General Contractor of the state, shall also be recognized in the trades as a Subcontractor in and for any such part or parts of such work so listed in such Proposal. NO Subcontractors listed in the Proposal shall be substituted unless the substitution is made in compliance with Section 6912 of the Delaware Code. Refer to Paragraph 10 in this Section for further clarification.

In order to determine the various parts, or classifications of the work for which the names of Subcontractors shall be included in the Proposal, a discussion at the prebid meeting shall be held.

5. Notice of Waiver

In submitting these bids, it is understood that the right is reserved by the Owner to reject any and/or all bids and waive informalities therein, and it is further agreed that these bids may not be withdrawn for a period of sixty (60) days from the opening thereof.

6. Delivery of Bids

All copies of the Bid, the bid security, if any, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

7. Consideration of Bids

Opening of Bids: The properly identified Bids received on time will be opened publicly and will be read aloud.

Rejection of Bids: The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a bid that is in any way incomplete or irregular.

8. Bid Bond (Bid Guarantee)

Bidders shall use the State form for the Bid Bond form. The Bid Bond shall be in the sum of ten percent (10%) of the Bid.

9. Performance Bond and Labor and Material Payment Bond (Contract Bond)

Bidders shall use the State forms for the Performance Bond and Labor and Material Payment Bond. The Performance Bond and Labor and Material Payment Bond shall be in the sum of one hundred percent (100%) of the contract.

Bond Requirements: The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising hereunder. Bonds may be secured through the Bidder's usual sources.

Cost of bonds shall be included in the Bid.

If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

Time of Delivery and Form of Bonds: The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered.

Both the Labor and Material Payment Bonds shall be written in the amount of the Contract Sum.

The bonds shall be dated on or after the date of the Contract.

The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

10. Awards

It is the intent of the Owner to award the contract to the lowest responsible bidder. Accordingly, the following shall apply:

The Owner reserves the right to award the contract on the Base Bid or on the Base Bid plus any combination of Alternate Estimate as listed in the Proposal Form. The amount of each Alternate Estimate shall include any and all costs of modifications made necessary by the use of such Alternate. An amount shall be stated for each and every Unit Price and Alternate Estimate. The Owner reserves the right to reject any and/or all of the bids presented and waive informalities therein. In the event that the sums of the Base Bid plus the selected alternates of any two or more bidders' results in an identical low bid price, then the Unit Prices as listed in the Proposal may, at the option of the Owner, be used to determine the apparent low bidder.

After such a contract has been awarded, the successful bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied its bid without the written consent of the agency awarding the contract. No agency shall consent to such substitution unless the agency is satisfied that the Subcontractor in question whose name is listed in the successful bidder's accompanying statement, (1) is unqualified to perform the work required, or (2) has failed to execute a timely reasonable subcontract, or (3) has defaulted in the performance of the part of the work covered by the subcontract, or (4) is no longer engaged in such business.

The Agreement for the Work will be written on AIA Document A101, *Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum*.

11. Plans and Specifications (For Construction Purposes)

Upon the signing of the contract, the successful bidder (Contractor) shall upon request to the Architect, be provided free of charge, a total of **six** sets of these plans and specifications, or one set of electronic plot files (*.tif) of the drawings to be utilized by the Contractors reproduction service of choice.

In the event that the Contractor requires plans and specifications in excess of the number produced by the Architect for bidding purposes, these additional required sets may be obtained by the Contractor at the cost of reproduction.

12. Submission of Post-Bid Information

The selected Bidder, within fifteen days following signing of the contract, shall submit a list of manufacturers it intends to use on the project.

13. Substitution

It is distinctly understood that were the term “or equal” is used that the Proposal shall be submitted on the commodity specified. If the Contractor wishes to submit to the Architect a commodity or commodities which it considers equal to that specified, and desires to make a substitution, it shall furnish to the Architect all necessary data, catalogs, samples, etc., in reference to same for the Architect’s decision as to whether the item is considered “or equal,” not later than ten days prior to the bid opening date. The information provided must clearly point out by comparison how the requested products meets or exceeds the specifications of the listed product. Submitting only catalog cuts is not enough, and will most likely result in a “rejection”. If the Architect decides that such commodity or commodities meet the standard required, an Addendum shall be issued including the item under list of acceptable items.

Any request for the use of a substitute material, apparatus, etc. shall state where an installation is readily available for inspection; complete fabrication details and operating and maintenance performance.

Failure to comply with the requirements of the above paragraphs may be considered sufficient reason for rejection of the entire Proposal.

Manufacturers and/or Material Suppliers not listed in the Specifications desiring approval of their products by the Architect, as acceptable substitutions for those specified shall apply for consideration of their products through one of the Contractors bidding upon the project. The Contractor receiving the request for product approval shall forward a letter (using its letterhead) regarding the request, including any comments it may have concerning the request to the Architect for consideration. In addition, the Contractor shall attach the manufacturer’s original letter of request or a copy of same, plus any literature, etc., received, to its letter, to the Architect.

14. Contract Documents

The contract documents are complementary and what is called for by any one shall be as binding as if called for by all.

The Contractor shall own all entities (products, materials, equipment and systems) identified in the Project Manual (Specifications) and drawings, regardless of whether said entities are only referenced in either the Project Manual or the drawings. Failure of the successful low bidder to identify all required quantities and locations of all project entities in the bidding period will not exempt the low bidder from the contractual responsibility for these items. In the event of a conflict between the Project Manual and the drawings, the Contractor shall own the more costly of the conflicting scenarios. The conflict once identified and reported by the Contractor, will be resolved by the Architect.

For convenience, the specifications have been separated into three volumes under various headings with General Requirements listed first and the Technical Specifications following. A group of Divisions comprise the Technical Specifications. Various trades, providing materials or labor or both, whose work is closely related are grouped into these Divisions does not relieve the General Contractor from providing all labor and materials necessary to complete the work, irrespective of the Division in which such labor and material is specified.

15. Examination of Bidding Documents, Site, Etc.

Before submitting bids, bidders shall fully inform themselves of the nature of the work by personal examination of the site, the existing building, the drawings, and specifications and by such other means as they may consider necessary, as to matters, conditions and considerations bearing on or in any way affecting the preparation of their Proposal and the Contract. They shall not at any time after submission of the Proposal dispute or complain of such drawings or specifications and the General Conditions, nor assert that there is any misunderstanding in regard to the location, extent or nature of the work to be performed.

Each Bidder shall examine the Bidding Documents carefully and, not later than five (5) days prior to the date for receipt of bids, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which it may discover.

16. Access to Site

Before commencing any work of construction, the General Contractor is to consult with the Owner and Architect as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

17. Protection and Replacement of Roadways, Curbs, Etc.

Before starting any work, the Contractor shall file with the Architect, for approval, a list of all defective areas related to the existing site, including roadways, etc. At the close of the project, the Contractor shall repair any damaged areas to the satisfaction of the Owner and Architect.

18. Repair of Grounds

Toward the completion of the job, go over the grounds, fill any ruts and repair any damage caused by hauling, the storage of materials, and other operations, and leave the whole property in as good condition as at the start of the work. Any damage to the Owner's property shall be repaired either at the cost of the Contractor or by the Contractor.

19. Contractors Responsibilities under OSHA Requirements

It shall be the Roofing Contractor's and its subcontractors' responsibility to meet the necessary safety requirements, established by the Federal "Occupational Safety and Health Administration" (OSHA) required and applicable while performing work on this project.

A. Project Labor/Staffing:

It shall be **MANDATORY** that the project is staffed by the Roofing Contractor.

This staffing requirement shall be required until substantial completion is achieved or as directed and approved by the Architect.

There shall be no additional overtime costs incurred by the Owner to complete the original project scope of work by the stated Substantial Completion date.

B. Work Hours:

6 am - 10 pm.

20. Time of Completion

Work shall be commenced by the Roofing Contractor upon receipt of the State of Delaware Purchase Order and shall be completed for the beginning of the 2013/2014 school year. **THE WORK MUST BE SUBSTANTIALLY COMPLETE BY AUGUST 09, 2013.**

Note 1: Substantial completion is defined as the owner having “beneficial occupancy of the building.” This shall be further clarified for this project as the following items are 100% complete:

- All demolition is complete and all new roofing systems and flashings are installed and water tight.

Actual on site construction must begin no later than July 6th, 2013 or earlier if possible. All work shall be 100 percent (100%) complete before August 09, 2013. Work not 100 percent complete by that date may be completed by the Owner’s forces with the costs back charged to the Roofing Contractor.

- A. Work can be completed on Saturdays and Sundays and at extended hours during the week. The Owner shall not be responsible for additional costs for overtime.
- B. Normal work hours shall be from 6:00 a.m. to 10:00 p.m., dependant on local noise ordinances. Work may be completed beyond these hours, as approved by the Owner.
- C. Weather Delays — The project substantial completion date, shall only be adjusted due to weather conditions if there are delays above and beyond the following “Adverse Day” allowances based on a seven day work week:
 - 1. January (12 days), February (10 days), March (5 days), April (5 days), May (4days), June (2 days), July (4 days), August (3 days) September (4 days), October (3 days), November (2 days), and December (6 days). These “Adverse Days” are based on the following reference: State of Delaware Department of Transportation’s Standard: “763508 Project Control System.”
 - 2. Delays requested due to weather must relate to the critical path activity as indicated on the Contractor’s Project Schedule only.
 - 3. If work is not scheduled to occur on a day when foul weather occurs, then that day shall not be considered for a “weather delay day”.
 - 4. Delays shall only apply to project scope on the exterior work critical path affected by the adverse weather. All other interior project scope must be completed by the original Substantial Completion date.

21. Owner’s Inspections

The Owner may have a full- or part-time inspector for this Work in addition to the inspections completed by the Architect.

- A. The site may be videotaped daily and progress meetings may be audio taped.
- B. The site shall have a daily sign-in log recording the name and trades of all personnel on the site that day.

22. Secure Storage

Secure Storage shall be the responsibility of the Contractor. The Owner shall not provide storage areas on, or off site.

END OF SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

**Lake Forest School District
5423 Killens Pond Road
Felton, DE 19943
RGA 13010**

For Bids Due: Thursday, May 30, 2013 @ 2:00 p.m. **To:** Lake Forest School District
Administration Building
5423 Killens Pond Road
Felton, DE 19943

Phone No.: () _____ - _____ **Fax No.:** () _____ - _____

Add/Deduct: _____ (\$ _____)

LAKE FOREST HIGH SCHOOL ROOF REPLACEMENT

Lake Forest School District
5423 Killens Pond Road
Felton, DE 19943
RGA 13010

BID FORM

The construction must start by July 6, 2013. The project must be substantially complete by August 09, 2013.

I/We acknowledge Addendums numbered _____ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for _____ days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within _____ calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ By: _____
(SEAL) (Authorized Signature)

(Title)
Date: _____

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Bid Security
(Others as Required by Project Manuals)

LAKE FOREST HIGH SCHOOL ROOF REPLACEMENT
Lake Forest School District
5423 Killens Pond Road
Felton, DE 19943
RGA 13010

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)G Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the *Owner*, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>
1. Demolition Contractor	_____	_____

LAKE FOREST HIGH SCHOOL ROOF REPLACEMENT
Lake Forest School District
5423 Killens Pond Road
Felton, DE 19943
RGA 13010

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date (*to the Department of Administrative Services, Division of Facilities Management*).

All the terms and conditions of (*Project or Contract Number*) have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

PHONE NUMBER: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and _____
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State of Delaware
("State"), are held and firmly unto the **State** in the sum of _____
_____ Dollars (\$ _____), or _____ percent not to exceed _____
_____ Dollars (\$ _____)
of amount of bid on Contract No. _____, to be paid to the **State** for the use and
benefit of _____ (*insert State agency name*) for which payment
well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and
successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden **Principal**
who has submitted to the _____ (*insert State agency name*) a
certain proposal to enter into this contract for the furnishing of certain material and/or services within the
State, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this
Contract as may be required by the terms of this Contract and approved by the _____
_____ (*insert State agency name*) this Contract to be entered into within twenty days after
the date of official notice of the award thereof in accordance with the terms of said proposal, then this
obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

Name of Surety

Witness: _____

By:

Title

AIA[®] Document A101[™] – 1997

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the _____ day of _____ in the year of _____
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

and the Contractor:
(Name, address and other information)

The Project is:
(Name and location)

The Architect is:
(Name, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
-------------	-------	-----------------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment to the Contractor not later than the day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ();
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

() per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

§ 7.4 The Contractor's representative is:
(Name, address and other information)

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows

Document	Title	Pages
----------	-------	-------

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

§ 8.1.5 The Drawings are as follows, and are dated unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

FORM OF PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("Principal"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("Surety"), are held and firmly bound unto the State of Delaware, Department of Administrative Services, Division of Facilities Management ("Owner"), in the amount of _____ (\$_____), to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse Owner sufficient funds to pay the costs of completing the Contract that Owner may sustain by reason of any failure or default on the part of Principal, and shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by Owner, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause Principal fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)

Name:

Title:

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)
Name:
Title:



AIA[®] Document G715[™] – 1991

Supplemental Attachment for ACORD Certificate of Insurance 25-S

(This document replaces AIA Document G705, Certificate of Insurance.)

PROJECT (Name and address):

INSURED

A. General Liability

1. Does the General Aggregate apply to this Project only?
2. Does this policy include coverage for:
 - a. Premises - Operations?
 - b. Explosion, Collapse and Underground Hazards?
 - c. Personal Injury Coverage?
 - d. Products Coverage?
 - e. Completed Operations?
 - f. Contractual Coverage for the Insured's obligations in A201?
3. If coverage is written on a claims-made basis, what is the:
 - a. Retroactive Date?
 - b. Extended Reporting Date?

Yes No N/A

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. Worker's Compensation

1. If the Insured is exempt from Worker's Compensation statutes, does the Insured carry the equivalent Voluntary Compensation coverage?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

C. Final Payment Information

1. Is this certificate being furnished in connection with the Contractor's request for final payment in accordance with the requirements of Sections 9.10.2 and 11.1.3 of AIA Document A201, General Conditions of the Contract for Construction?
2. If so, and if the policy period extends beyond termination of the Contract for Construction, is Completed Operations coverage for this Project continued for the balance of the policy period?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

D. Termination Provisions

1. Has each policy shown on the certificate and this Supplement been endorsed to provide the holder with 30 days notice of cancellation and/or expiration? List below any policies which do not contain this notice.

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------	--------------------------

E. Other Provisions

Authorized Representative

Date of Issue



AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: <input type="checkbox"/>
	DATE:	ARCHITECT: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER:	CONTRACTOR: <input type="checkbox"/>
	CONTRACT DATE:	FIELD: <input type="checkbox"/>
	CONTRACT FOR:	OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

The original Contract Sum was	\$	0.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	0.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	0.00
The Contract Time will be increased by Zero (0) days.		
The date of Substantial Completion as of the date of this Change Order therefore is		

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
ADDRESS	ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE

Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: 001
 FROM CONTRACTOR: VIA ARCHITECT: PERIOD TO: OWNER: ☐
 CONTRACT FOR: General Construction ARCHITECT: ☐
 CONTRACT DATE: CONTRACTOR: ☐
 PROJECT NOS: / / FIELD: ☐
 OTHER: ☐

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 0.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 0.00

5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 0.00
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order		\$ 0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

AIA[®] Document G703[™] - 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	GRAND TOTAL								



AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address):

TO CONTRACTOR:
(Name and address):

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT _____ BY _____

DATE OF ISSUANCE _____

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR _____ BY _____

DATE _____

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

OWNER _____ BY _____

DATE _____

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*

CONTRACT FOR: General Construction

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

BY: _____

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: General

ARCHITECT: ☐

Construction

CONTRACTOR: ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

SURETY: ☐

OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: General Construction

ARCHITECT: ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

(Printed name and title)

Attest:
(Seal):



AIA[®] Document G710[™] – 1992

Architect's Supplemental Instructions

PROJECT (Name and address):

ARCHITECT'S SUPPLEMENTAL
INSTRUCTION NO: 001

OWNER (Name and address):

DATE OF ISSUANCE:

FROM ARCHITECT (Name and
address):

CONTRACT FOR: General Construction

CONTRACT DATE:

TO CONTRACTOR (Name and
address):

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONSULTANT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

ATTACHMENTS:

(Here insert listing of documents that support description.)

ISSUED BY THE ARCHITECT:

(Signature)

(Printed name and title)



AIA® Document G714™ – 2001

Construction Change Directive

PROJECT: (Name and address)

DIRECTIVE NUMBER: 001

OWNER: ☐

DATE:

ARCHITECT: ☐

CONTRACT FOR: General Construction

CONSULTANT: ☐

TO CONTRACTOR: (Name and address)

CONTRACT DATED:

CONTRACTOR: ☐

ARCHITECT'S PROJECT NUMBER:

FIELD: ☐

OTHER: ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

☒ • Lump Sum increased of \$ 0.00

☐ • Unit Price of \$ per

☐ • As provided in Section 7.3.3 of AIA Document A201-1997

☐ • As follows:

2. The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of 0 days).

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT (Firm name)

OWNER (Firm name)

CONTRACTOR (Firm name)

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

(Typed name)

(Typed name)

(Typed name)

DATE

DATE

DATE

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (1997 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

Copies of the Document are available through the Owner.

ATTACHMENT 'A'

General Conditions A201

This attachment amends AIA Document A201-1997 General Conditions as follows:

1. The Invitation to Bid, the bid forms and noncollusion statement are expressly enumerated as contract documents pursuant to Article 1.1.1.
2. Delete Article 1.6.1 in its entirety and replace with the following:

“All predesign studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of Work without the specific written consent of the Owner, Architect, and Architect’s consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp.”

3. Amend Article 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.
4. Delete the third sentence in Article 3.2.3.
5. Delete the first sentence of Article 4.2.7 and replace with the following: “The Architect will review and approve or take other appropriate action upon the Contractor’s submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.”

Delete the second sentence of Article 4.2.7 and replace with the following: “The Architect’s action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner’s professional judgment to permit adequate review.”

6. Delete Article 4.3.10 in its entirety.
7. Delete Article 4.4.5 in its entirety and replace with the following: “The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.”

8. Delete Article 4.4.6 in its entirety.
9. Delete Article 4.6.4 and substitute the following:

“4.6.4 CONSOLIDATION OR JOINDER

A controversy or claim arising out of or related to this Agreement, or the breach thereof, may include, by consolidation or joinder, the Architect and Surety. The objective is to permit the Owner to resolve any such controversy or claim in one arbitration proceeding by permitting consolidation or joinder of the Owner, Contract, Architect and Surety. The Owner shall include in its Agreement with the Architect a provision permitting consolidation or joinder. The Performance and Payment Bond provided by the Contractor shall include a provision binding the Surety to the arbitration award and allowing the Surety to participate in the arbitration.”

10. Delete Article 5.2.3 in its entirety and replace with the following: “If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3,4.”
11. Delete Article 6.1.4 in its entirety.
12. Add a new Article 7.1.4 to read as follows:

“The additional cost, or credit to the Owner resulting from a change in the work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the ‘DPE’ wages required and the “invoice price” of the materials/equipment needed.

“DPE” shall be defined to mean “direct personnel expense”. Direct payroll expense includes direct salary (prevailing wage rates) plus customary fringe benefits and documented statutory costs such as workman’s compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.27 times DPE).

“Invoice price” of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provided, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the “Means Building Construction Cost Data” publication.

In addition to the above, the General Contractor is allowed a fifteen percent, 15%, overhead and profit for additional work performed by the General Contractor’s own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding five percent, 5%, on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, etc. There will be no other costs associated with the change order.”

13. Add a new article 9.3.4 to read as follows: “Article 6516, Chapter 65, Title 29 of the Delaware Code stipulates annualized interest not to exceed 12% per annum beginning thirty (30) days after the “presentment” (as opposed to the date) of the invoice.”

14. Add a new Article 9.5.3 to read as follows: “The Owner shall have the right to withhold from payment the funds necessary to offset these claims enumerated in paragraphs 9.5.1.1 through 9.5.1.7 above.

The Contractor shall have the obligation to remove any liens filed against the Project or any part thereof, and shall bear all costs connected with said removal prior to the Owner being obligated to make the next monthly progress payment.

No payment of monies nor any partial or entire use of occupancy of the Project by the Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.”

15. Amend Article 9.6.1 to read as follows: “After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner’s receipt of the Certificate for Payment.”
16. Delete Articles 10.3.3, and 10.5 in their entirety.
17. Delete Article 11.2 in its entirety.
18. Delete Article 11.3 in its entirety.
19. Delete Article 11.4 in its entirety and replace with the following: “The State will not provide Builder’s All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary.”
20. Delete Article 14.4.3 in its entirety and replace with the following: “In case of such termination for the Owner’s convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.”
21. Add a new Article 14.4.4 to read as follows:

“If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement.”

SUPPLEMENTARY GENERAL CONDITIONS A201-1997

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-1997. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

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ARTICLE 1: GENERAL PROVISIONS**1.1 BASIC DEFINITIONS****1.1.1 THE CONTRACT DOCUMENTS**

The Invitation to Bid, the Bid Form, the Contractor's completed Bid, Drawings and Specifications, all Addenda related to Bidding requirements and Non-collusion Statement are expressly enumerated as contract documents.

Add the following Paragraph:

1.1.2 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

1.2.5 The word "PROVIDE" as used in the Contract Documents shall mean "FURNISH AND INSTALL" and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word "PRODUCT" as used in the Contract Documents means all materials, systems and equipment.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.6.1 in its entirety and replace with the following:

"All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner

will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp.”

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

To Subparagraph 2.2.3 – Add the following sentence:

“The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities.”

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Amend Paragraph 3.2.2 to state that any errors, inconsistencies or omissions discovered shall be reported to the Architect and Owner immediately.

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify

the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.

- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.

3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Acceptance by the Owner, and will maintain all items in perfect condition during the period of guarantee.
- 3.5.2 Defects appearing during the period of guarantee will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of guarantee will have elapsed.
- 3.5.3 In addition to the General Guarantee there are other guarantees required for certain items for different periods of time than the one year as above, and are particularly so stated in that part of the specifications referring to same. The said guarantees will commence at the same time as the General Guarantee.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2 At the completion of the project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT**4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

Delete the first sentence of Paragraph 4.2.7 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.7 and replace with the following:

The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgement to permit adequate review.

Add the following Paragraph:

4.2.10.1 There will be no full-time project representative provided by the Owner or Architect on this project.

4.3 CLAIMS AND DISPUTES

Delete Paragraph 4.3.10 in its entirety.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

Delete Paragraph 4.4.5 in its entirety and replace with the following:

4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 4.4.6 in its entirety.

4.6 ARBITRATION

Delete Paragraph 4.6 and its sub-sections in its entirety.

ARTICLE 5: SUBCONTRACTORS**5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3, 4.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

Delete Paragraph 6.1.4 in its entirety.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK OF THE GENERAL REQUIREMENTS)

ARTICLE 8: TIME**8.2 PROGRESS AND COMPLETION**

Add the following Paragraphs:

8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

8.3 DELAYS AND EXTENSION OF TIME

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1., shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract.

ARTICLE 9: PAYMENTS AND COMPLETION**9.2 SCHEDULE OF VALUES**

Add the following Paragraph:

- 9.2.2 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.

9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

- 9.1.2 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

- 9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.
- 9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

- 9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

Add the following Paragraphs:

- 10.1.2 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

- 10.1.3 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

- 10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.3 HAZARDOUS MATERIALS

Delete Paragraph 10.3.3 in its entirety.

10.5 Delete Paragraphs 10.5 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

Delete Paragraph 11.3 in its entirety.

11.4 PROPERTY INSURANCE

Delete Paragraph 11.4 in its entirety and replace with the following:

- 11.4 The State will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.12 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

- 12.12.2 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value

between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

Add the following Paragraph:

13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS

13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

Delete Paragraph 14.4.3 in its entirety and replace with the following:

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

END OF SUPPLEMENTARY GENERAL CONDITIONS

GENERAL REQUIREMENTS

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ARTICLE 1: GENERAL**1.1 CONTRACT DOCUMENTS**

1.1.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order.

1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin."

ARTICLE 2: OWNER
(NOT ADDENDED)**ARTICLE 3: CONTRACTOR**

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.

- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and Subcontract, together with the names and addresses of the contracting parties "
- 3.12 PREFERENCE FOR DELAWARE LABOR
- 3.12.1 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT**4.1 CONTRACT SURETY****4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.
- 4.1.3 Contents of Performance Bonds – The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)
- 4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.
- 4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.
- 4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of twelve months after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.
- 4.2 FAILURE TO COMPLY WITH CONTRACT
- 4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.
- 4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY
- 4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

- 4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

4.4 RIGHT TO AUDIT RECORDS

- 4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 4.4.2 Said books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of 3 years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

- 5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:
1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
 2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
 - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
 - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
 - C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.
- 5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

- 5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.
- 5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:
- A. Is unqualified to perform the work required;
 - B. Has failed to execute a timely reasonable Subcontract;
 - C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
 - D. Is no longer engaged in such business.
- 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS
- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.
- *one (1) percent of contract amount not to exceed \$10,000
- 5.3 ASBESTOS ABATEMENT
- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Department of Administration Services pursuant to Chapter 78 of Title 16.
- 5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED
- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.
- 5.5 CONTRACT PERFORMANCE
- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman's compensation insurance, Social Security/Medicare, and unemployment insurance (a maximum multiplier of 1.35 times DPE).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above, the General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces. For additional subcontractor work, the Subcontractor is allowed a fifteen percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding five percent (5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility.
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) poor performance on the Project.
- 8.4.2 Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: 1) failure to supply the adequate labor supply ratio for the project; 2) inadequate financial resources; or, 3) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."
- 8.5 **RETAINAGE**
- 8.5.1 Per Section 6962(d)(5) a., Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.
- 8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

ARTICLE 9: PAYMENTS AND COMPLETION**9.1 APPLICATION FOR PAYMENT**

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage will become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 "Article 6516, Chapter 65, Title 29 of the Delaware Code stipulates annualized interest not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice."

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the

Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

- 9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,
- 9.4.1.2 An acceptable RELEASE OF LIENS,
- 9.4.1.3 Copies of all applicable warranties,
- 9.4.1.4 As-built drawings,
- 9.4.1.5 Operations and Maintenance Manuals,
- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.
- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS)

provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:
- 11.7.1 Contractor's Contractual Liability Insurance
- Minimum coverage to be:
- | | | |
|-----------------|-------------|---------------------|
| Bodily Injury | \$ 500,000 | for each person |
| | \$1,000,000 | for each occurrence |
| | \$1,000,000 | aggregate |
| Property Damage | \$ 500,000 | for each occurrence |
| | \$1,000,000 | aggregate |
- 11.7.2 Contractor's Protective Liability Insurance
- Minimum coverage to be:

Bodily Injury	\$ 500,000	for each person
	\$1,000,000	for each occurrence
	\$1,000,000	aggregate
Property Damage	\$ 500,000	for each occurrence
	\$500,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$ 500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.2 DIMENSIONS

- 13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

- 13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.
- 13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

- 13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the Delaware Archaeological Board and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation in the State Museum.

13.5 GLASS REPLACEMENT AND CLEANING

- 13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

- 13.6.1 For a period of one year from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than one year,

shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OF CONTRACT

- 14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.
- 14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF GENERAL REQUIREMENTS



STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
225 Corporate Boulevard, Suite 104
Newark, Delaware 19702

TELEPHONE (302) 761-8200
(302) 451-3423
Fax (302) 368-6604

Via Facsimile and Regular Mail

March 18, 2013

Mr. Christopher Bowen
R G Architects LLC
P.O. Box 650
Odessa, DE 19730

Re: 13010, Lake Forest High School Roof Replacement, Kent County, DE

Dear Mr. Bowen:

I am responding to your request for a category determination for the 13010 Lake Forest High School Roof Replacement, which is a state funded construction project located in Kent County, DE. The work consists of removing and replacing approximately 10,000 square feet of roof at Lake Forest High School. The new roof system will consist of cold applied SBS modified bitumen with base sheet, cap sheet and polyisocyanurate insulation. In addition, new flashing, drains, scuppers, coping and fascia. You estimate the total cost of construction for this project to be \$175,000.00.

Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2013, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 451-3409.

Sincerely,

Kyle Maguire
Labor Law Enforcement Officer
Kyle.Maguire@state.de.us

Enclosure

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 451-3423

Mailing Address:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

Located at:
225 CORPORATE BOULEVARD
SUITE 104
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2013

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	21.87	26.94	39.20
BOILERMAKERS	65.47	33.22	48.83
BRICKLAYERS	46.83	46.83	46.83
CARPENTERS	50.06	50.06	39.82
CEMENT FINISHERS	27.61	29.11	21.20
ELECTRICAL LINE WORKERS	43.49	37.29	28.44
ELECTRICIANS	60.60	60.60	60.60
ELEVATOR CONSTRUCTORS	75.33	40.93	30.55
GLAZIERS	64.10	64.10	54.20
INSULATORS	51.48	51.48	51.48
IRON WORKERS	59.12	59.12	59.12
LABORERS	38.30	38.30	38.30
MILLWRIGHTS	62.18	62.18	48.75
PAINTERS	42.02	42.02	42.02
PILEDRIERS	67.87	37.64	30.45
PLASTERERS	28.55	28.55	17.50
PLUMBERS/PIPEFITTERS/STEAMFITTERS	59.00	49.26	46.28
POWER EQUIPMENT OPERATORS	57.06	57.06	24.13
ROOFERS-COMPOSITION	21.77	17.96	19.34
ROOFERS-SHINGLE/SLATE/TILE	17.59	17.50	16.45
SHEET METAL WORKERS	62.74	62.74	62.74
SOFT FLOOR LAYERS	45.97	45.97	45.97
SPRINKLER FITTERS	51.75	51.75	51.75
TERRAZZO/MARBLE/TILE FNRS	51.41	51.41	45.45
TERRAZZO/MARBLE/TILE STRS	59.03	59.03	52.63
TRUCK DRIVERS	26.58	23.89	20.03

CERTIFIED: 3/19/13

BY: 

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: 13010 Lake Forest High School Roof Replacement, Kent County

ADVERTISEMENT FOR BIDS

Lake Forest School District will receive sealed bids on May 22, 2013 @ 2:00 P.M. and open publicly at Lake Forest School District Business Office, 5423 Killens Pond Rd. Felton DE 19943.

This project includes the removal of an existing EPDM Roof system, and the installation of a Modified Bitumen Roof system.

There will be a mandatory pre-bid meeting on May 7, 2013 @ 2:00 P.M. at the Lake Forest School District Business Office. Bid specifications will be available at the pre-bid meeting for a \$100.00 non-refundable fee payable to R G Architect s LLC, a copy for review will be offered at the Delaware Contractor's Association print room 302-994-7442 or the offices of R G Architects 302-376-8100.

Time and place for opening of bids may be extended from that described above on not less than two calendar days notice by certified delivery, facsimile machine, or other verifiable electronic means to those bidders who obtained copies of the plans and specifications.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Location: LFHS Roof Renovations, 5407 Killens Pond Road, Felton, DE 19943
- B. Owner: Lake Forest School District, 5423 Killens Pond Rd., Felton, Delaware 19943, Phone 302-284-3020..
- C. Architect Identification: The Contract Documents, dated May 01, 2013, were prepared for the Project by R G Architects, LLC, PO BOX 650, Odessa, Delaware 19730, 302-376-8100.
- D. The Work consists of, but is not limited to:
 - 1. Roof system removal and replacement at Lake Forest High School, Felton, DE.

1.3 CONTRACT

- A. Project will be constructed under a prime contractor construction contract.

1.4 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.5 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words “shall,” “shall be,” or “shall comply with,” depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy of selected areas of the site.
 - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to the Owner and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.

1.3 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. The Architect will prepare a Certificate of Substantial Completion for each phase of the Work to be occupied before the Owner occupancy.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, the Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
 - 4. On occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01140

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 1, Section "Unit Prices" for administrative requirements for using unit prices.
 - 2. Division 1, Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions".

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.5 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 1. Include installation costs in purchases amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substitute distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Changes Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01250

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination Drawings.
 - 4. Administrative and supervisory personnel.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
 - 2. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 PROJECT MANAGEMENT SOFTWARE

A. Objective

- 1. The Contractor shall develop a detailed Critical Path Method (CPM) progress schedule in sufficient detail and clarity so that the contractor can plan, schedule and control his work properly and the Owner can readily monitor and follow the progress for all portions of the work. The Contractor shall complete the detailed schedule and submit within twenty (20) working days after contract award.
 - a. As the project is to be completed during the summer of 2009, the schedule shall have milestones at the third points of the time duration.
 - b. **Failure of the Contractor to submit the detailed schedule in the format specified will result in the non-payment of the Contractor's first invoice and supplemental invoices until the CPM schedule requirement is fulfilled.**
- 2. The schedule should be prepared in Precedence Diagram Method (PDM) format using the latest version of Primavera, or Prologue, or an approved equal Project Planner.
- 3. The detailed schedule shall comply with the various limits imposed by the scope of work and by any contractually specified intermediate milestone dates and completion dates included in the contract. Approval of the schedule does not change contractually imposed dates.

B. Level of Detail

- 1. The activities identified in the progress schedule shall have time durations in units of whole working days. Activities shown shall have a maximum duration of twenty (20)

working days, except in the case of non-construction activities such as procurement of materials and delivery of equipment.

2. The schedule should identify all work items affecting the schedule even if they are not the responsibility of the contractor including, but not limited to utility work, other contracts, Owner supplied items, inspections, site shutdowns, etc. Subcontractor approvals and major procurement items must be included in the detailed schedule. "Owner Approval" activities will be given a fifteen working day duration. Resubmittal of "Owner Approval" activities will be allowed a duration of ten working days.

C. Manpower Loading

1. The Contractor shall be required to manpower (resource) load the schedule if the schedule indicates the contractual milestone dates will not be met. If requested, this will be done at no extra charge to the Owner. Extensions of time will not be granted due to manpower constraints if the original submission does not contain manpower loading.

D. Updates

1. Monthly updates of the Progress Schedule will be made each month until all work is substantially complete. Updates of the Progress Schedule shall be made at the end of each month reflecting actual or reasonably anticipated progress as of the last working day of the month. Monthly-required Reports shall be submitted to the Owner within five working days following the end of the proceeding month.

E. Changes, Delays and Extensions of Time

1. When changes or delays are experienced, the Contractor shall submit to the Owner a Time Impact Analysis illustrating the influence of each change or delay on the current updated scheduled completion date. Each change/delay must be represented by adding a new activity(s). Each time analysis shall include a pure logic sketch (Fragnet) showing the new activities with all the predecessors and successors the Contractor proposes.
2. Additionally, the analysis shall demonstrate the time impact based on the date the change was given to the Contractor and the status of construction at that point in time. The activity durations used in this analysis shall be those included in the latest update of the Detailed Schedule, closest to the time of delay or as adjusted by mutual agreement.
3. Each Time Impact Analysis shall be submitted within 20 working days after a delay occurs or a notice of change or change order is given to the Contractor. In cases where the Contractor does not submit a Time Impact Analysis for a specific change or delay within the specified period of time, it shall be mutually agreed that not time extension is required. Final evaluation of each Time Impact Analysis by the Owner shall be made within ten working days after receipt unless subsequent meetings and negotiations are necessary. Adjustments in the Contract time for performance shall be made only by written change order approved by the Owner. Upon approval by the Owner, Fragnets illustrating the influence of changes and delays shall be incorporated into the Baseline and Working Schedule by the Contractor during the first update after agreement is reached.
4. The time difference between the Early Finish date and the Late Finish date is defined as "Total Float". The "Total Float" belongs to the Project and may be used by the Contractor or the Owner to benefit the Project. Changes or delays that influence activities in the network with "Total Float" and do not extend the Critical Path (the group

of activities with lowest “Total Float”) shall not be justification for an adjustment in Contract time for performance.

5. An extension in time will only be given when the Time Impacted scheduled completion date exceeds the contractual due date. For cases where the Contractor is behind, an extension will be granted for only the amount of time that the Owner is responsible as supported by a Time Impact Analysis.

1.4 Coordination

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 1. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of Contractor’s Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

1.5 Submittals

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components

or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Refer to Division 15 and Division 16 for specific Coordination Drawing requirements for mechanical and electrical installations.

B. Staff Names: Within seven days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Division 1 Section "Closeout Procedures" for submitting Record Drawings, Record Specifications, Record Product Data, and for operation and maintenance manual requirements.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires the Architect's responsive action.
- B. Informational Submittals: Written information that does not require the Architect's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic CADD copies of the Contract Drawings shall be provided by the Architect for the Contractor's use in preparing submittals upon request. **Upon request Contractor shall sign a release form and supply the Architect with a \$100.00 processing check.**
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on the Architect's receipt of submittal.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Concurrent Review: Where concurrent review of submittals by the Architect's consultants, Owner, or other parties is required, allow 21 days for initial review of each submittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 5 inches (100 by 125 mm) on label or beside title block to record Contractor's review and approval markings and action taken by the Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless the Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to the Architect.
 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. The Architect will return submittals received from sources other than Contractor.
1. On an attached separate sheet, prepared on the Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
 2. Include the Contractor's certification stating that information submitted complies with requirements of the Contract Documents.

- I. Use for Construction: Use only final submittals with mark indicating action taken by the Architect in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 1. Number of Copies: Submit at least seven copies of each submittal, unless otherwise indicated. The Architect will retain up to three copies. Mark up and retain one returned copy as a Project Record Document.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.
 - k. Compliance with recognized trade association standards.
 - l. Compliance with recognized testing agency standards.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.

- k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 3. Number of Copies: Submit one correctable, translucent, reproducible print and six blue- or black-line print of each submittal. The Architect will return the reproducible print.
- D. Samples: Prepare physical units of materials or products, including the following:
 - 1. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - 2. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least two sets of paired units that show approximate limits of the variations.
 - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
- E. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.
- F. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."
- G. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements in Division 1 Section "Payment Procedures."

- I. Schedule of Values: Comply with requirements in Division 1 Section "Payment Procedures."

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit one copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- I. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during

installation of product or after product is installed in its final location, for compliance with requirements.

- L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Closeout Procedures" and "Operation and Maintenance Data".
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents prior to forwarding to the architect. Note corrections and field dimensions. Mark with approval stamp before submitting to the Architect. Failure by the Contractor to check each submittal shall cause delays in the processing of submittals.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: The Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: The Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. The Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: The Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. The Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01330

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements, for the Contractor to provide quality-control services required by the Architect, Owner, or authorities having jurisdiction, are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 2 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Ambient conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- C. Permits, Licenses, and Certificates: For Owner’s records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer’s products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- G. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to the Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- H. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect 14 days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
 - 2. Payment for these services will be made by the Owner.
 - 3. Costs for retesting and reinspecting construction, which replaces or is necessitated by work that failed to comply with the Contract Documents, will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

- a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least seven days in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
 5. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field-curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Sewers and drainage.
 - 2. Water service and distribution.
 - 3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 4. Heating and cooling facilities.
 - 5. Ventilation.
 - 6. Electric power service.
 - 7. Lighting.
 - 8. Telephone service.
- C. Support facilities include, but are not limited to, the following:
 - 1. Dewatering facilities and drains.
 - 2. Waste disposal facilities.
 - 3. Field offices.
 - 4. Storage and fabrication sheds.
 - 5. Lifts and hoists.
 - 6. Construction aids and miscellaneous services and facilities.
 - 7. Temporary stairs
 - 8. Project identification/signage
 - 9. Temporary roads and paving
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Environmental protection.
 - 2. Stormwater control.
 - 3. Tree and plant protection.
 - 4. Security enclosure and lockup.
 - 5. Barricades, warning signs, and lights.
 - 6. Temporary enclosures.
 - 7. Temporary partitions.
 - 8. Fire protection.
- E. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 2. Division 1 Section "Execution Requirements" for progress cleaning requirements.

3. Divisions 2 through 16 for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

- A. Permanent Enclosure: Permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Architect and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
 1. Owner's construction forces.
 2. Occupants of Project.
 3. Architect.
 4. Testing agencies.
 5. Personnel of authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.
- C. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities in construction activities at Project site.
- D. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.

1.5 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.
 1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:

1. Keep temporary services and facilities clean and neat.
2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.

2.2 EQUIPMENT

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- E. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- F. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
 - 1. Provide rubber hoses as necessary to serve Project site.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Provide separate facilities for male and female personnel.
 - 3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
 - 4. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.
 - 1. Maintain a minimum temperature of 50 deg F (10 deg C) in permanently enclosed portions of building for normal construction activities, and 65 deg F (18.3 deg C) for finishing activities and areas where finished Work has been installed.
- E. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
 - 1. Install electric power service underground, unless overhead service must be used.

2. Install power distribution wiring overhead and rise vertically where least exposed to damage.
- F. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
 2. Provide 4-gang outlets, spaced so 100-foot (30-m) extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- H. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities. Install separate telephone line for each field office and first-aid station.
 1. Provide additional telephone lines for the following:
 - a. In field office with more than two occupants, install a telephone for each additional occupant or pair of occupants.
 - b. Provide a dedicated telephone line for each facsimile machine and computer with modem in each field office.
 - c. Provide a separate telephone line for Owner's use.
 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.
 3. Provide an answering machine and/or voicemail service and/or messaging service on superintendent's telephone.
- I. Dewatering Facilities and Drains: Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
 2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
 3. Remove snow and ice as required to minimize accumulations.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: comply with the following:
 - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
- B. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
 - 1. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- C. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas within construction limits indicated on Drawings.
 - 1. Provide a reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 inches (150 mm).
 - 2. Provide gravel paving course of subbase material not less than 3 inches (75 mm) thick; roller compacted to a level, smooth, dense surface.
 - 3. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
 - 4. Plow snow in paved areas as required to maintain access to the project for workers in foul weather.
- D. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - 2. Prepare subgrade and install subbase for temporary roads and paved areas according to Division 2.
- E. Recondition base after temporary use, including removing contaminated material, regarding, proofrolling, compacting, and testing.
 - 1. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- F. Dewatering Facilities and Drains: Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with

construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.

- G. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs. Allow for an 8x8 sign with cutouts.
 - 1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated in drawing to be provided by Architect.
 - 2. Prepare temporary signs to provide directional information to construction personnel and visitors.
 - 3. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.
 - 4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.
- H. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
 - 1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
- I. Not Used.
- J. Not Used.
- K. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on site.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.

- D. Tree and Plant Protection: Comply with requirements in Division 2 Section “Tree Protection and Trimming.”
- E. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 - 2. Vertical Openings: Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
 - 3. Horizontal Openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 - 4. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.
 - 5. Where temporary wood or plywood enclosure exceeds 100 sq. ft. (9.2 sq. m) in area, use fire-retardant-treated material for framing and main sheathing.
- G. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
 - 1. Construct dustproof partitions of not less than nominal 4-inch (100-mm) studs, 5/8-inch (16-mm) gypsum wallboard with joints taped on occupied side, and 1/2-inch (13-mm) fire-retardant plywood on construction side.
- H. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Field Offices: Class A stored-pressure water-type extinguishers.
 - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
 - c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

5. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
6. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
7. Provide hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 2. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 3. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are the property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."
- E. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 1. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with cleaning requirements in Division 1.

END OF SECTION 01500

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 1 Section "References" for applicable industry standards for products specified.
 - 2. Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.
 - 3. Division 1 Section "Submittal Procedures".
 - 4. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are specified. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

- E. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products to allow for inspection and measurement of quantity or counting of units.
 - 6. Store materials in a manner that will not endanger Project structure.
 - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 9. Protect stored products from damage.
- B. Storage: Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 - 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures: Substitutions may be considered during the Bidding period only. Procedures for product selection include the following:
1. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
 2. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 3. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 4. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled "Basis-of-Design Products" are included and also introduce or refer to a list of manufacturers' names, provide either the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named.
 5. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.

6. Visual Selection Specification: Where Specifications include the phrase “as selected from manufacturer’s colors, patterns, textures” or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase “standard range of colors, patterns, textures” or similar phrase, Architect will select color, pattern, or texture from manufacturer’s product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase “full range of colors, patterns, textures” or similar phrase, Architect will select color, pattern, or texture from manufacturer’s product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will not consider requests for substitution after the bid period or Award except as requested by the Owner.

2.3 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01600

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Requests for substitution must be made ten days prior to bid. This specification section applies to extra-ordinary conditions that could not be requested during the bidding period.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract, but no later than 60 days after commencement of the Work.
- B. Related Sections: The following Divisions contain requirements that relate to this Section:
 - 1. Division 1 specifies the applicability of industry standards to products specified.
 - 2. Division 1 specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
 - 3. Division 1 specifies requirements governing the Contractor's selection of products and product options.

1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 - 1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to the Contract Documents requested by the Owner or Architect.
 - 3. Specified options of products and construction methods included in the Contract Documents.
 - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: The Architect will consider requests for substitution if received within 60 days after commencement of the Work (Item 1.1, A. above). Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
 - 1. Submit three copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals. The

- Contractor is solely responsible for obtaining the required forms to submit before the stated time period expires.
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
 3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
 4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within two weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later.
 - a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
1. Revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
 6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
 8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01631

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
 - 4. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 1. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

2.2 PREPARATION

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 1. Notify Owner not less than four days in advance of proposed utility interruptions.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

2.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

2.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

2.5 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

2.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
 - 1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

2.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

2.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 7 Section "Through-Penetration Firestop Systems" for patching fire-rated construction.
 - 2. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 15 and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
 - 2. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

- B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-protection systems.
 - 4. Control systems.
 - 5. Communication systems.
 - 6. Electrical wiring systems.
 - 7. Operating systems of special construction in Division 13 Sections.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
 - 1. Water, moisture, or vapor barriers.
 - 2. Membranes and flashings.
 - 3. Exterior wall construction.
 - 4. Equipment supports.
 - 5. Piping, ductwork, vessels, and equipment.
 - 6. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.
 - 3. All cutting and patching required to install the work indicated at existing walls and partitions shall be by the Contractor.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to minimize interruption of services to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction as required to install new construction, including but not limited to, new piping, ductwork, conduit, and structural steel by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - b. Where cutting and patching occurs on a finished masonry surface exposed to view, tooth-in new units to achieve a new less noticeable appearance.
 4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

END OF SECTION 01731

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of a building or structure in order to allow the installation of new work, including, but not limited to, roof insulation, bituminous and EPDM roof systems, gutters, downspouts, copings, flashings, fascias, paint, wood blocking, utilities, etc.
 - 2. Repair procedures for selective demolition operations.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for use of the premises and phasing requirements.
 - 2. Division 1 Section "Work Restrictions" for restrictions on use of the premises due to Owner or tenant occupancy.
 - 3. Division 1 Section "Construction Progress Documentation" for preconstruction photographs taken before selective demolition.
 - 4. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 5. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
 - 6. Division 15 Sections for demolishing, cutting, patching, or relocating mechanical items.
 - 7. Division 16 Sections for demolishing, cutting, patching, or relocating electrical items.
 - 8. Refer to mechanical drawings for locations of new ductwork and piping penetrations in bearing walls that will require new lintels.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

- A. Qualification Data: For firms and persons specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Locations of temporary partitions and means of egress, including for other tenants affected by selective demolition operations.
 - 6. Coordination of Owner’s continuing occupancy of portions of existing building and of Owner’s partial occupancy of completed Work.
- D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- E. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

1.7 PROJECT CONDITIONS

- A. Conduct selective demolition so Owner’s operations will not be disrupted.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
 - 1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for condition of areas to be selectively demolished.

1. Conditions existing at the time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. Hazardous materials will be removed by Owner before start of the Work.
 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
 - E. Storage or sale of removed items or materials on-site will not be permitted.
 - F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
- 1.8 WARRANTY
- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.
 1. If possible, retain original Installer or fabricator to patch the exposed Work listed below that is damaged during selective demolition. If it is impossible to engage original Installer or fabricator, engage another recognized experienced and specialized firm.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 2. Use materials with an installed performance that equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
 1. This project requires the installation of new ductwork through existing walls that extend from the floor to the underside of the roof deck. All cutting of existing walls to allow the installation of new services and ductwork shall be by the Contractors. Reinforcement of

the wall by the construction of steel lintels above the new penetrations shall be provided by the Contractor.

- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to the Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - 4. Refer to Division 15 and 16 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
 - 2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - 3. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
- B. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction

operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- C. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- D. Temporary Shoring: Provide and maintain shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
 2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 8. Dispose of demolished items and materials promptly.
 9. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
- B. Existing Facilities: Comply with building manager's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- C. Removed and Salvaged Items: Comply with the following:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items: Comply with the following:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- F. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- G. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
- H. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

- I. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- J. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
 - 1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

3.6 PATCHING AND REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
- B. Patching: Comply with Division 1 Section "Cutting and Patching."
- C. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 - 1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
- D. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
- E. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 1. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
 - 3. Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
- F. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01732

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Project Record Documents.
 - 3. Operation and maintenance manuals.
 - 4. Warranties.
 - 5. Instruction of Owner's personnel.
 - 6. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for submitting Final Completion construction photographs and negatives.
 - 2. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
 - 3. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following: List exceptions in the request.

1. Submit a final payment request with releases and supporting documentation not previously submitted and accepted.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit certified copy of Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Owner's inspector.
4. Submit consent of surety to final payment.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.

1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. **Inspections by the Architect, requested by the Contractor after the second punch list inspection, shall be at the cost of the Contractor. Costs shall be on a time and material basis and back charged to the Contractor's contract with the Owner through a credit change order.**

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings and submit digital scanned copies of all the Record Drawings; format to be .JPG or .TIF.
 - 1. Neatly draft mark-ups Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Neatly draft mark-ups Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 - 2. Neatly draft mark-ups record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Neatly draft mark-ups important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Neatly draft mark-ups copy to indicate the actual product installation

where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.
- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, Record Drawings, and Record Specifications, where applicable.
- E. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble three complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
 - f. Copies of video taped training demonstrations.
 2. Maintenance Data:
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.
 - i. Copies of video taped training demonstrations.

- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with Owner, through Architect with at least seven days' advance notice.

4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
 5. Video record training sessions for the owner's future use.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
1. System design and operational philosophy.
 2. Review of documentation.
 3. Operations.
 4. Adjustments.
 5. Troubleshooting.
 6. Maintenance.
 7. Repair.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials.

- Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01770

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Work included: Installation of new wood blocking and plywood as indicated on the drawings.
- B. Removal of existing wood blocking and nailers and replacement with new treated wood blocking unless otherwise specified or shown on the drawings.
- C. New blocking and nailers for roofing system and related metal flashings and any additional nailers needed for additional insulation thickness and raised perimeters.
- D. New blocking and nailers required for raising roof mounted mechanical items.
- E. Installation of new plywood on walls and parapets as maybe noted on the drawings.

1.02 SUBMITTALS

- A. Material Safety Data Sheets on all products installed as part of this Section.
- 2) Submit fastener products and samples.

1.03 QUALITY ASSURANCE

- A. Qualifications of Workmen: Provide sufficient workmen and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.
- B. Rejections: In the acceptance or rejection of rough carpentry, the owner will make no allowance for lack of skill on the part of the workmen.
- C. Installation of all work shall conform to pertinent standards of Factory Mutual.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Store all materials up, off of the roof deck or ground, and keep materials dry and covered with a weatherproof covering anchored sufficiently to resist wind blow-off.
- B. Keep all materials clearly identified with all grade marks legible. Keep all damaged material clearly identified as damaged and stored separately to prevent its inadvertent use.
- C. Do not allow installation of damaged or otherwise non-complying material.
- D. Replacement: In the event of damage, immediately make all necessary repairs and replacements to the approval of the owner and at no additional cost to the owner.

PART 2 - PRODUCTS

2.01 LUMBER

A. All wood nailers, blocking and cants:

1. Species and Grade for nailers and blocking: Douglas Fir or Southern Yellow Pine; WWPB Structural Joist and Plank Class, No. 2 Grade.
2. Preservative treatment: Treatment conforming with AWPB (American Wood Preservers Bureau) Specification LP-2 Standard for lumber and timber. This treatment is commonly referred to as pressure treated or "Wolmanized".
3. Each piece of treated lumber delivered to the site must bear the stamp of the AWPI (American Wood Preservers Institute), Quality Mark, indicating compliance with the requirements of the AWPI Quality Control Program.
- 4) Each piece of treated lumber must bear a stamp that it is dry before the delivery of product, and indicating conformance with AWPB Specifications, Section 3.1.2.
- 5) Treated lumber shall be air dried by supplier after treatment. Provide documentation from treatment supplier that the lumber has been air dried after treatment, back to 19% or less moisture content by weight.
6. Dimensions: As required by conditions encountered and as shown on project details.

B. Plywood

1. Standards: Comply with PS 1/ANSI A199.1 for plywood panels. All panels shall be 5-ply (min). For products not manufactured under PS 1 provisions, comply with American Plywood Association "Performance Standard and Policies for Structural-Use Panels", Form E445.
- 2) Trademark: Factory-mark each construction panel with APA trademark evidencing compliance with grade requirements and AWPI trademark evidencing compliance with treatment requirements.
- 3) Preservative treated with waterborne preservative with minimum .25 lb/ft.³ retention. Treated plywood shall be air dried by supplier after treatment. Provide documentation by treated plywood supplier that plywood dried back to 18% or less moisture content by weight.
4. Grades:
 - 1) Plywood shall be thickness as noted on the drawings for parapet wall sheathing, and for installation on top of indicated parapet walls and APA (American Plywood Association) Rated Sheathing Exterior Exposure (C-C Exterior). Note: "CDX" and Exposure 1 plywood do not comply with this specification and are not approved for use on low slope roofing details where treated plywood noted. For steep sloped roof sheathing, Exposure 1 plywood shall be used. Additional plywood thicknesses as may be noted on the drawings.

3) Channel Siding for Venting Details for Lightweight Concrete Deck Areas.

- 1) Grade/Thickness: APA Rated Siding, 303-18-W, Texture T-1-11, with channels 4-inches on center. Preservative treated with waterborne preservative. Treated plywood shall be dried after treatment to moisture content of 18% or less by weight. Thickness shall be 19/32 inch.

2.02 FASTENERS

- A. All fasteners shall be corrosion resistant or have corrosion-resistant coating and shall meet or exceed minimum required pull out resistant values for the substrates for each fastener type.

- 2) Powder actuated fasteners shall not be used.

- 3) If bottom side of deck exposed to interior space below, pilot holes and fasteners shall not penetrate through the bottom side of the deck, unless prior written approval provided by Owner's Representative.

- 4) Fastener types other than those noted below may be required to provide minimum required pullout resistance values. Consult Engineer if alternate fastener types necessary.

E. Masonry fasteners shall be threaded type (not expansion type sleeve)

1. Threaded masonry fasteners into predrilled pilot holes
2. Corrosion-resistant, threaded fastener with a low profile head.
3. Screw fastener shall be (FM) Factory Mutual approved.
- 5) Minimum pull out resistance of 600 pounds per fastener.
- 6) Minimum embedment depth of 1-1/2 inches – Increase embedment depth and/or fastener diameter as necessary to provide minimum required pullout resistance values.

F. Concrete fasteners into predrilled pilot holes

- 1) Corrosion resistant with low profile head
- 2) Minimum pullout resistance of 600 pounds per fastener.
- 3) Minimum embedment depth of 1-1/2 inches – Increase embedment depth and/or fastener diameter as necessary to provide minimum required pullout resistance values.

G. Steel Fasteners

1. Corrosion-resistant, self-tapping, self-drilling screw with flat profile head.

2. Screw type fastener shall be (FM) Factory Mutual approved.
 - 3) Fasteners shall penetrate through metal 1 inch minimum.
 - 4) Minimum pull-out resistance of 425 pounds per fastener.
- H. Wood fasteners shall be threaded type (do not use nails)
1. Screws
 - a. Number 10, 300 series stainless steel or corrosion resistant coated.
 - 5) Minimum pullout resistance of 360 pounds per fastener.
 - 6) Minimum embedment to base substrate shall be 1-1/2 inch. Increase embedment depth and/or fastener diameter as necessary to provide minimum required pullout resistance values.
- I. Gypsum, Cementitious Wood Fiber (Tectum) or Lightweight Concrete
1. Corrosion resistant metal and coated or nylon fastener.
 2. Approved Products (where minimum required pullout values achieved)
 - a. Peel Rivet by Creative Construction Components, Inc.
 - b. Toggle Bolt by Olympic Fasteners.
 - 2) Lite-Deck by Olympic Fasteners
 - 3) NTB-1H by Olympic Fasteners
 3. Minimum pullout resistance of 300 pounds per fastener.

2.03 MISCELLANEOUS

- A. Plywood sheathing end joint cover strip: For installation over all unsupported plywood sheathing joints on top of parapet walls which exceeds 12 inches in length, 20 ga. galvanized steel, 3-inches in width, full length of joint. Center cover strip over end (butt) joints and secure 3-inches o.c. along each side with flat/pan head threaded fasteners.

PART 3 - EXECUTION

3.01 LUMBER

- A. Provide and install new wood blocking where required as shown on project details. The cost for all new wood blocking and cant, as required by the project drawings and this section, shall be included in the base bid.

- B. Blocking depicted in the Drawings is typically shown generically, to indicate the intended purpose. Contractor is responsible for selecting proper thickness of each piece or pieces to allow blocking to be placed in a configuration to achieve the intent indicated by the drawings.
- C. Where threaded fasteners are indicated, fasteners shall be sized of sufficient length to penetrate into wood, concrete and masonry substrate a minimum of 1-1/2 inch. Pilot holes shall be predrilled into masonry and concrete in strict accordance with manufacturers recommendations. Predrill holes in wood blocking which is less than 3-inches in width to help prevent splitting of the blocking during fastener securement. Wood split prior to or during installation shall be removed and replaced by the Contractor at no additional expense to the Owner. At locations where deck exposed to finished interior space below, ensure that fastener does not extend through the bottom surface of the deck.
- D. Predrill holes in wood blocking which is less than 3-inches in width to help prevent splitting of the blocking during fastener securement. Wood split prior to or during installation shall be removed and replaced by the Contractor at no additional expense to the Owner.
- E. At locations where multiple sections of wood blocking are to be installed, stagger all end joints a minimum of 24-inches.
- F. In addition to fastener spacing pattern indicated on project details, ensure that fasteners are secured within 6-inches of the end of each section of wood blocking.
- G. Install and secure additional wood blocking on top of existing equipment curbs as necessary to ensure that all curb heights are a minimum of 10-inches above the finished height of the new roof system. The cost for this blocking, including installation, shall be included in the base bid.
- H. Blocking shall not be run continuous over expansion joints in the building structure. Provide gaps in the blocking equal to the expansion joint openings in the building at these locations.
- I. Unsupported openings in wood or plywood deck shall be framed with 2 by 6 cross bracing which ties into existing deck framing.
- J. Install 3-inch wide 20 ga. galvanized steel sheet metal continuous over all unsupported and unsecured joints in plywood (i.e. on top of parapet walls) which exceed 12 inches in width. Secure 3-inches o.c. each side with flat head threaded fasteners.
- K. Fasteners shall not be installed within 2-inches of outside edge/termination of concrete or masonry units to help prevent damage to these units.

3.02 PLYWOOD

- A. Provide and install new plywood where required as shown on project details. The cost for all new plywood, as required by the project drawings and this section, shall be included in the base bid.
- B. Where threaded fasteners are indicated, fasteners shall be sized of sufficient length to penetrate into wood, concrete and masonry substrate a minimum of 1-1/2-inch.
- C. In addition to fastener spacing pattern indicated on project details, ensure that fasteners are secured within 2-inches of the end of each section of plywood, 12-inches on-center (max.) along all edges with a minimum of 2 fasteners per edge, and located within 2 to 4 inches of edges of plywood.

- D. Plywood roof deck sheathing shall be secured with the long dimension of a sheet installed perpendicular to the support joists/rafters.
- E. Stagger end joints between adjacent plywood panels 4 feet.
- F. Install plywood sheathing clips mid span on unsupported panel edges.
- G. Provide 1/8 inch spacing at panel ends.
- H. Panel end joints shall occur over framing. Secure end joints of plywood sheathing 6-inches on-center and secure midspan portions of plywood to midspan supports 12-inches on center.

3.03 CLEANING AND PROTECTION

- A. Clean up of all debris, sawdust, loose fasteners, cuttings, scraps, wood treatments or preservatives, as soon as work is completed to help prevent damage to the new roof system and to allow for subsequent operations to proceed.
- B. Cutting or dipping in preservative shall not be performed on any new roofing without providing sufficient protection of new roofing. Work shall not be performed on adjacent existing roofing not included in the scope of work for this project.

END OF SECTION 06100

PART 1 - GENERAL

- A. Work under this section includes the installation of a new SBS cold applied roof system and the installation of new polyisocyanurate roof insulation. The Contractor shall include in base bid the removal of the existing roof system down to the existing gypsum deck, including but not limited to removing and replacing all roof drains, flashings, and nailers, in the designated areas.
- B. All metal edging shall meet ES-1 testing standards based on local building codes. Contractor shop fabricated metal edge system will not be accepted.
- C. Contractor shall remove all existing wood blocking.
- D. Contractor shall include in base bid a unit cost for any deteriorated decking that is determined during new roof system installation. Decking shall match existing decking.
- E. Owner shall designate dumpster staging areas.
- F. Contractor shall include in base bid installation of walkway pads at all roof access areas.
- G. Owner will designate Contractor parking and roof access areas.
- H. Contractor is responsible for all wood blocking necessary at roof edge locations, units and penetrations to accommodate new insulation heights.
- I. Contractor is responsible to keep job-site clean during construction. All roofing debris shall be cleaned up after each work day. Site shall be left in equal or better condition after roof construction has been completed.
- M. Contractor to provide a 20 year, all component inclusive, No Dollar Limit warranty upon completion and inspection of the roof system installation.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.3 SUMMARY

- A. This Section includes the following:
 - 1. SBS-modified bituminous membrane roofing.
 - 2. Roof insulation.
- B. Related Sections include the following:

1. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.

1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mop-applied roofing asphalt and 75 centipoise for mechanical spreader-applied roofing asphalt, within a range of plus or minus 25 deg F (14 deg C), measured at the mop cart or mechanical spreader immediately before application.

1.5 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

1.6 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- C. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 1. Submit evidence of meeting performance requirements.
- D. Qualification Data: For Installer and manufacturer.
- E. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
- F. Research/Evaluation Reports: For components of roofing system.
- G. Maintenance Data: For roofing system to include in maintenance manuals.
- H. Warranties: Special warranties specified in this Section.
- I. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- B. Manufacturer Qualifications: A qualified manufacturer that has UL listing and FMG approval for roofing system identical to that used for this Project.
- C. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain components for roofing system from roofing system manufacturer.
- E. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.
- F. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 7. Review governing regulations and requirements for insurance and certificates if applicable.
 - 8. Review temporary protection requirements for roofing system during and after installation.
 - 9. Review roof observation and repair procedures after roofing installation.

1.8 DELIVERY, STORAGE, AND HANDLING

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

1.9 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.10 WARRANTY

- A. Special Warranty: Roofing Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards, walkway products and other components of roofing system.
 - 2. Warranty Period: 20 Red Shield warranty from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. SBS-Modified Bituminous Membrane Roofing:
 - a. Firestone Building Products Company.
 - b. GAF Materials Corporation.
 - c. TREMCO Roofing Products

2.2 SBS-MODIFIED ASPHALT-SHEET MATERIALS

- A. Roofing Base Sheet: ASTM D 6163, Grade S, Type I glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified.
 - 1. Basis of Design Material: Firestone Building Products SBS Base Sheet
- B. Roofing Membrane Cap Sheet: ASTM D 6164, Grade G, Type I, polyester-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for application method specified, and as follows:
 - 1. Granule Color: Color to be Selected by Architect
 - 2. Basis of Design Material: Firestone Building Products SBS FR Cap Sheet

2.3 BASE FLASHING SHEET MATERIALS

- A. Backer Sheet: ASTM D 6163, Grade S, Type I glass-fiber-reinforced, SBS-modified asphalt sheet; smooth surfaced; suitable for application method specified.
- B. Flashing Sheet: ASTM D 6164, Grade G, Type I, polyester-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for application method specified, and as follows:
 - 1. Granule Color: To match cap sheet

2.4 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
- B. Asphalt Primer: ASTM D 41.

- C. Roofing Asphalt: ASTM D 312, Type IV.
- D. Cold-Applied Adhesive: Roofing system manufacturer's standard asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with roofing membrane, and base flashings.
- E. Fasteners: Factory-coated steel Heavy Duty fasteners and metal plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing membrane components to substrate, tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
- F. Metal Flashing Sheet: Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim."
- G. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 (2.36-mm) sieve and 98 percent of mass retained on No. 40 (0.425-mm) sieve, color to match roofing membrane.
- H. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.5 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, glass-fiber mat facer on both major surfaces.
 - 1. Manufacturer/Product:
 - a. Firestone Building Products Company.
 - 2. Thickness: 3.25" Total Thickness (LTTR 20.1)
- C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slopes that provide positive drainage for existing structure to comply with IBC 2003 roof drainage requirements.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.6 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by Roofing Manufacturer for intended use and compatible with membrane roofing.
- B. Fasteners: Factory-coated steel Heavy Duty fasteners and metal plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

- C. Insulation Adhesive: A two-component low-rise polyurethane adhesive designed for anchoring acceptable roof insulation to specific substrates allowed by Roofing Manufacturer.

- 1. Product: I.S.O. Twin Pack Insulation Adhesive by Firestone Building Products

- D. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.

- E. Wood Nailer Strips: Comply with requirements in Division 6 Section Miscellaneous Carpentry

2.7 WALKWAYS

- 2.8 Walkway Pads: Mineral-granule-surfaced, reinforced asphaltic composition, slip-resisting pads, manufactured as a traffic pad for foot traffic and acceptable to membrane manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
 - 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.3 INSULATION INSTALLATION

- A. Comply with Firestone Building Product's written instructions for installing roof insulation.
- B. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.

- C. In Adhesive attached insulation: Prior to commencing production, a test insulation board must be installed to verify ambient conditions, adhesive application rate, and rise are sufficient to achieve good adhesion over entire insulation board. An authorized supplier such as ProFast shall be used to perform the required testing. Consult Technical Information Sheets (TIS) or Technical Manual for additional application, storage, and handling information.
- D. Apply ½" wide beads to deck or substrate spaced as outlined above. Allow adhesive to rise to ¾"-1". Rise time will be a few minutes depending upon ambient temperature.
- E. Set the insulation boards **immediately** after foam rises but prior to adhesive skinning over.
- F. Immediately after positioning the insulation, weight each board using full pails of bonding adhesive or other available weight. Position pails so they are centered over the corners of the insulation boards. Weight shall be left in place for about 5-15 minutes. **Adhesive cures quicker at warmer temperatures than colder temperature. Boards must have weight placed immediately after they are set in place. Consult TIS for set-up time information.**
- G. Insulation may be walked on and roofed over after weight is removed.
- H. Insulation to resist uplift pressure at corners, perimeter, and field of roof.
- I. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- J. Comply with membrane roofing system manufacturer's written instructions for installing roof insulation.
- K. Install one or more layers of insulation under area of roofing to achieve required thickness.
- L. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- M. Application rate of Twin Pack Adhesive is 12" o.c bead spacing. in the field of the roof with bead spacing of 6" o.c. in the perimeter and 4" o.c. in the corners of the building.
- N. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
 - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- O. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- P. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.

3.4 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."
- B. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Where roof slope exceeds 1/2 inch per 12 inches (1:24), install roofing membrane sheets parallel with slope.
 - 1. Backnail roofing membrane sheets to nailer strips or substrate according to roofing system manufacturer's written instructions.
- D. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
 - 2. Remove and discard temporary seals before beginning work on adjoining roofing.
- E. Asphalt Heating: Do not raise roofing asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than 4 hours.
- F. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.5 BASE-SHEET INSTALLATION

- A. Install SBS Base base-ply sheets according to roofing system manufacturer's written instructions starting at low point of roofing system. Align base-ply sheets without stretching. Shingle side laps of glass-fiber base-ply sheets uniformly to ensure required number of glass-fiber base-ply sheets covers substrate at any point. Shingle in direction to shed water. Extend glass-fiber base-ply sheets over and terminate beyond cants.
- B. Embed each glass-fiber base-ply sheet in a continuous application of cold adhesive, to form a uniform membrane.

3.6 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing membrane cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:

1. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
 2. Adhere to substrate in cold-applied adhesive.
- B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
1. Repair tears and voids in laps and lapped seams not completely sealed.
 2. Apply roofing granules to cover exuded bead at laps.
- C. Install roofing membrane sheets so side and end laps shed water.
- D. Install modified bitumen roof membrane cap sheet in locations where grease pans exist and exhaust locations as well as any locations on the Kitchen roof area that will be exposed to grease and oil products. The membrane may be installed by either using a solid mopping of hot roofing asphalt.

3.7 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to Roofing Manufacturers' written instructions and as follows:
1. Prime substrates with asphalt primer if required by roofing system manufacturer.
 2. Backer Sheet Application: Install backer sheet and adhere with cold adhesive.
 3. Flashing Sheet Application: Adhere flashing sheet to substrate and adhere with cold adhesive.
- B. Extend base flashing up walls or parapets a minimum of 8 inches (200 mm) above roofing membrane and 4 inches (100 mm) onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
- D. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to manufacturer's written instructions.
- E. Roof Drains: Set 30-by-30-inch (760-by-760-mm) metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with roofing membrane cap-sheet stripping and extend a minimum of 6 inches (150 mm) beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
1. Install stripping according to roofing manufacturer's written instructions.

3.8 WALKWAY INSTALLATION

- A. Walkway Cap Sheet Strips: Install roofing membrane walkway cap sheet strips over roofing membrane in hot roofing asphalt applied at not less than 425 deg F (218 deg C), in cold-applied adhesive or by torch application.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
- B. Test Cuts: Test specimens will be removed to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:
 - 1. Approximate quantities of components within roofing membrane will be determined according to ASTM D 3617.
 - 2. Test specimens will be examined for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 of ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
 - 1. Notify Architect or Owner 48 hours in advance of date and time of inspection.
- D. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.11 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: <Insert name of Owner.>
 2. Address: <Insert address.>
 3. Building Name/Type: <Insert information.>
 4. Address: <Insert address.>
 5. Area of Work: <Insert information.>
 6. Acceptance Date: <Insert date.>
 7. Warranty Period: <Insert time.>
 8. Expiration Date: <Insert date.>
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 55 mph (m/sec);
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.

5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.

1. Authorized Signature: **<Insert signature.>**
2. Name: **<Insert name.>**
3. Title: **<Insert title.>**

END OF SECTION 07552

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following sheet metal flashing and trim:
 - 1. Manufactured through-wall flashing.
 - 2. Manufactured reglets.
 - 3. Formed roof drainage system.
 - 4. Formed low-slope roof flashing and trim.
 - 5. Formed wall flashing and trim.
- B. Related Sections include the following:
 - 1. Division 3 Section "Cast-in-Place Concrete" for installing reglets.
 - 2. Division 4 Section "Unit Masonry Assemblies" for installing through-wall flashing, reglets, and other sheet metal flashing and trim.
 - 3. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
 - 4. Division 7 Section "Joint Sealants" for field-applied sheet metal flashing and trim sealants.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Fabricate and install roof edge flashing and copings capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:
 - 1. Wind Zone 3: For velocity pressures of 46 to 104 lbf/sq. ft.: 208-lbf/sq. ft. perimeter uplift force, 312-lbf/sq. ft. corner uplift force, and 104-lbf/sq. ft. outward force.
- C. Thermal Movements: Provide sheet metal flashing and trim that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of sheet metal and trim thermal movements. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.
- D. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identify material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
 - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.
- C. Samples for Initial Selection: For each type of sheet metal flashing and trim indicated with factory-applied color finishes.
 - 1. Include similar Samples of trim and accessories involving color selection.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Sheet Metal Flashing: 12 inches long. Include fasteners, cleats, clips, closures, and other attachments.
 - 2. Trim: 12 inches long. Include fasteners and other exposed accessories.
 - 3. Accessories: Full-size Sample.

1.5 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weathertight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. Aluminum Sheet: ASTM B 209, Alloy 3003, 3004, 3105, or 5005, Temper suitable for forming and structural performance required, but not less than H14, finished as follows:
 - 1. Fluoropolymer 3-Coat System: Manufacturer's standard 3-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight, with a minimum total dry film thickness of 1.5 mil; complying with AAMA 2605.
 - a. Color: As selected by Architect from manufacturer's full range.
- B. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40 (Class AZM150 coating designation, Grade 275); structural quality.

2.2 UNDERLAYMENT MATERIALS

- A. Polyethylene Sheet: 6-mil-thick polyethylene sheet complying with ASTM D 4397.
- B. Felts: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 - 1. Nails for Copper Sheet: Copper or hardware bronze, 0.109 inch minimum and not less than 7/8 inch long, barbed with large head.
 - 2. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
 - 3. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
 - 4. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
- C. Solder for Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.
- D. Solder for Lead-Coated Copper: ASTM B 32, Grade Sn60, 60 percent tin and 40 percent lead.
- E. Solder for Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.
- F. Solder for Zinc-Tin Alloy-Coated Stainless Steel: ASTM B 32, 100 percent tin.

- G. Solder for Zinc: ASTM B 32, 60 percent lead and 40 percent tin with low antimony, as recommended by manufacturer.
- H. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- I. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- J. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- K. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- L. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- M. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems. All outside corners shall be shop welded.
 - 1. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
 - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.

- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than thickness of metal being secured.

2.5 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof to Wall Transition Expansion-Joint Cover: Fabricate from the following material:
 - 1. Aluminum: 0.050 inch thick.
- B. Base Flashing: Fabricate from the following material:
 - 1. Aluminum: 0.040 inch thick.
- C. Counterflashing: Fabricate from the following material:
 - 1. Aluminum: 0.0320 inch thick.
- D. Flashing Receivers: Fabricate from the following material:
 - 1. Aluminum: 0.0320 inch thick.
- E. Roof-Penetration Flashing: Fabricate from the following material:
 - 1. Aluminum-Zinc Alloy-Coated Steel: 0.0276 inch thick.
- F. Splash Pans: Fabricate from the following material:
 - 1. Aluminum: 0.040 inch thick.
- G. Roof-Drain Flashing: Fabricate from the following material:
 - 1. Stainless Steel: 0.0156 inch thick.
- H. Expansion Joint Cover (for use only where sheet metal covers not indicated on drawings): Flexible bellows with integral aluminum flange, bellow width and flange configuration sized to accommodate existing conditions as recommended by the expansion joint cover manufacturer. Expansion joint cover shall be included in roof membrane manufacturers full system warranty.
 - 1. Manufacturer:
 - a. GAF - Metalistic
 - b. Johns Manville - Expand-O-Flash
 - c. Should specific manufacturer's require materials, which differ from the materials referenced above in item a. and b., to comply with requirements for inclusion in specified full system warranty, manufacturer's requirements shall prevail.
 - 2. Prefabricated corners, transitions, terminations and intersections as necessary to accommodate existing conditions.
 - 3. Modify existing curbs at end terminations as may be recommended by cover manufacturer.

- I. Provide concrete splash blocks for installation below all downspouts which discharge onto grade and onto lower low slope roof areas.

2.6 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- (2400-mm-) long, but not exceeding 12 foot (3.6 m) long, sections, under copings, at shelf angles, and where indicated. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches (150 mm) beyond each side of wall openings. Form with 2-inch- (50-mm-) high end dams. Fabricate from the following material:
 1. Lead-Coated Copper: 17.2 oz./sq. ft.
 2. Stainless Steel: 0.0156 inch thick.

2.7 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the owe of following material:
 1. Lead-Coated Copper: 17.2 oz./sq. ft.
 2. Stainless Steel: 0.0187 inch thick.
 3. Aluminum-Zinc Alloy-Coated Steel: 0.0276 inch thick.
- B. Overhead-Piping Safety Pans: Fabricate from the following material:

2.8 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
 - 1. Coat side of uncoated aluminum sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 - 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene underlayment.
 - 3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.
- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 1. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
 - 1. Aluminum: Use aluminum or stainless-steel fasteners.
 - 2. Stainless Steel: Use stainless-steel fasteners.
- H. Seal joints with elastomeric sealant as required for watertight construction.
 - 1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 - 2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."

- I. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pretin edges of sheets to be soldered to a width of 1-1/2 inches except where pretinned surface would show in finished Work.
 - 1. Do not solder prepainted, metallic-coated steel and aluminum sheet.
 - 2. Stainless-Steel Soldering: Pretin edges of uncoated sheets to be soldered using solder recommended for stainless steel and phosphoric acid flux. Promptly wash off acid flux residue from metal after soldering.
 - 3. Do not use open-flame torches for soldering. Heat surfaces to receive solder and flow solder into joints. Fill joints completely. Completely remove flux and spatter from exposed surfaces.
- J. Aluminum Flashing: Rivet or weld joints in uncoated aluminum where necessary for strength.

3.3 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.

3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.
- B. Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
 - 1. Interlock exterior bottom edge of coping with continuous cleats anchored to substrate at 16-inch centers.
 - 2. Anchor interior leg of coping with screw fasteners and washers at 18-inch centers.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with elastomeric sealant.
 - 1. Secure in a waterproof manner by means of one of the following:
 - a. Snap-in installation and sealant or lead wedges and sealant.
 - b. Interlocking folded seam or blind rivets and sealant.
 - c. Anchor and washer at 36-inch centers.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:

1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

3.5 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Through-Wall Flashing: Installation of through-wall flashing is specified in Division 4 Section "Unit Masonry Assemblies".

3.6 MISCELLANEOUS FLASHING INSTALLATION

- A. Overhead-Piping Safety Pans: Suspend pans from pipe and install drain line to plumbing waste or drain line.
- B. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.7 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07620

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Work is indicated on the drawings and in these specifications.
- B. Work includes installation of some, or all of the following (refer to drawings):
 - 1. Preformed copings
 - 2. Fascia systems, fascia extenders,
 - 3. Wall caps and/or gutter and downspout systems.
- C. At radius and arched conditions, preformed radius and arched sheet metal with continuously welded seams shall be provided.
- D. All preformed sheet metal and accessories installed as part of the work of this section shall be included in the roof membrane manufacturer's full system warranty including blow off, leak tightness, finishes and continuously welded (not spot welded) transitions.

1.02 REFERENCES

1) Applicable Standards:

- 1) Aluminum Association, Degree System for Aluminum Finishes (AA).
- 2. American Architectural Manufacturers Association (AAMA) standards as referenced herein.

1.03 DESIGN REQUIREMENTS

- A. Maximum length of gutter between ends or expansion joints shall be 50 feet.

1.04 PERFORMANCE REQUIREMENTS:

- A. Thermal movement: Completed preformed sheet metal systems shall be capable of withstanding expansion and contraction of components caused by changes in temperature without leaking, buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
 - 1. Interface between preformed sheet metal and anchor system shall provide for unrestrained thermal movement in each direction along the longitudinal direction with no exposed fasteners on the exterior face and no penetration of the anchor plate by mechanical fastening devices used to secure the finished preformed sheet metal.

1.05 SUBMITTALS

- A. Shop Drawings: Indicate material types, sizes, shapes, thicknesses, finishes, fabrication details, anchors, connections and relation to adjacent work. Details and profiles shall be drawing at appropriate scale.
- B. Product Data: Indicate product description finishes, and installation instructions, including interface with adjacent materials and surfaces.

C. Samples: Submit as follows:

1. Finish 6" x 6" samples for Owner's color and finish verification.
2. Manufactured fascias, fascia extenders and copings, 1'0" length in style and finish specified, and one anchor plate and gutter/splice plate assembly.

D. Test Reports:

1. Submit reports from an independent testing laboratory to show compliance with specified performance criteria.
2. Tests shall have been made for identical systems within the ranges of specified performance criteria.
3. If test data is not available, or if data does not represent project conditions, Contractor shall be responsible for securing satisfactory tests by an independent testing agency acceptable to the Owner, with all costs of such testing borne by the Contractor.

E. Warranties: Submit sample warranty forms indicating compliance with specified warranty requirements.

1.06 QUALITY ASSURANCE

1) Regulatory Requirements:

- 1) Uniform wind load capacity: Installed fascia and coping systems shall have been tested to withstand positive and negative design wind loading pressures complying with FM 1-90. Appropriate sheet metal thicknesses and maximum individual fascia dimensions shall be utilized to comply with this requirement. Fascia extensions shall be utilized as necessary to comply with these requirements. Provide written verification by preformed metal manufacturer indicating that system to be installed on project complies with this requirement.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Store materials off ground, uncover. Protect from damage and deterioration.
- B. Handle materials to prevent damage to surface, edges and ends of sheet metal items. Damaged material shall be rejected and removed from site.

1.08 WARRANTY

- A. Warrant preformed sheet metal work to be free of defects in materials and workmanship to resist blow-off and to be leak tight, due to conditions within stated design limits. Provide warranty based on independent certified testing for design and performance criteria specified herein. Warranty period shall be fifteen years (min.) beginning at Date of Substantial Completion.

- B. Warrant fluoropolymer coating to remain free, under normal atmospheric conditions, from peeling checking or cracking (except for slight crazing as may occur on tightly roll-formed edges or break bends at time of forming prepainted sheet), chalking in excess of numerical rating of 8 when measured in accord with ASTM D659-86, or fading in excess of 5 NBS units during warrant period. Warranty period shall be twenty years beginning at Date of Substantial Completion.

PART 2 - PRODUCTS

2.01 FORMED ALUMINUM COPINGS

- A. Acceptable products, subject to compliance with specified requirements:
1. IMETCO., ES-C Series coping
 2. W.P. Hickman Co., Permasnap Coping.
 3. Metal Era, Perma-Tite
- B. Characteristics
1. Material: Smooth surface formed aluminum alloy. Thickness shall be determined by manufacturer to comply with specified regulatory and performance requirements, however minimum thickness shall be .063". Front and back drip legs shall be factory roll-formed. Press braking of drip edges is unacceptable.
 2. Finish: Fluoropolymer coating (unless mill finish specified or shown on drawings)
 3. Face height: As indicated on drawings and to cover masonry wall to blocking or existing masonry coping joint at least 1-1/2" below bottom edge of coping on outside face. Face length to be 4" minimum. Where recommended by manufacturer and where required to cover 1-1/2 inch (min.) of masonry wall below existing masonry coping and/or blocking, a fascia extension shall be utilized. For required fascia widths over 10 inches, fascia extensions shall be utilized.
 4. Lengths: 12'-0" maximum.
 5. Joints: Gutter/splice plates, concealed in accordance with manufacturer's recommendations.
 6. Radius: Copings for radius (curved) walls shall be extruded by the manufacturer with all seams welded to correspond to the radius of the wall to receive the new coping.
 7. At locations where existing slope on top of parapet wall is less than one inch per foot, inch per foot (minimum) slope shall be provided in new coping system.
 8. At locations where existing slope on top of parapet wall inch per foot or more, new coping to follow and accommodate existing slopes.
- C. Accessories:

1. Gutter/splice plates: Minimum 0.032" thickness aluminum sheet, 6" minimum length, with extruded butyl seal for concealed installation. Finish shall match copings.
2. Anchor plate: 4'-0" o.c. maximum spacing, galvanized steel of manufacturer's standard design. Molded plastic or polystyrene shall not be acceptable.
3. Fasteners: Fasteners shall be as recommended by coping system manufacturer. In no case shall structural adhesive be used without mechanical fastening devices.
4. Prefabricated sections: Factory-assembly, mitered corners, transitions, "T" miters, "Z" miters, expansion joints, endcap enclosures and continuously welded joints to match copings in design and finish.

2.02 FORMED ALUMINUM FASCIAS

- A. Acceptable products, subject to compliance with specified requirements where raised dams/cants noted on drawings:

1. IMETCO .., ES-F Series Extruded Aluminum Fascia System for BUR Systems
2. W.P. Hickman Co., Safeguard Fascia
3. Metal-Era, Perma-Tite Fascia System 300

- B. Acceptable products, subject to compliance with specified requirements where flush edge without raised dams/cants noted on drawings.

1. Metal-Era, Econome Fascia Systems Drip Edge with and without continuous cleat (refer to drawings).

C. Characteristics

1. Material: Smooth surface formed aluminum alloy. Thickness shall be determined by manufacturer to comply with specified performance, however minimum thickness shall be .063". Front and back drip legs shall be factory roll-formed. Press braking of drip edges is unacceptable.
2. Finish: Fluoropolymer coating (unless mill finish specified or shown on drawings)
3. Face height: As indicated on drawings to cover masonry wall to blocking or existing masonry coping joint at least 1-1/2" below bottom edge of coping on outside face. Face length to be 4" minimum. Where recommended by manufacturer and where required to cover 1-1/2 inch (min.) of masonry wall below existing masonry coping and/or blocking, a fascia extension(s) shall be utilized. For fascia widths over 10 inches, and where required to meet FM 1-90 requirements, fascia extensions shall be utilized.
4. Lengths: 12'0" maximum.

5. Joints: Splice plates, concealed in accordance with manufacturer's recommendations.
6. Cants: Continuous galvanized steel water dam/cant, 2-inch minimum height where raised dams noted on drawings.
7. Radius: Fascias for radius (curved) walls shall be extruded by the manufacturer with all seams welded to correspond to the radius of the wall to receive the new fascia.

D. Accessories:

1. Splice plates: Minimum 0.032" thickness aluminum sheet, 3" minimum width for concealed installations. Finish shall match fascias.
2. Cleat: Continuous galvanized steel of manufacturers standard design. Secure in accordance with manufacturer's recommendations.
3. Fasteners: Fasteners shall be as recommended by fascia system manufacturer. In no case shall structural adhesive be used without mechanical fastening devices.
4. Prefabricated sections: Factory-assembly, mitered corners, transitions, expansion joints, endcap enclosures and continuously welded joints to match fascia in design and finish.

2.03 FORMED OR EXTRUDED ALUMINUM FASCIA EXTENSIONS

- 1) Acceptable products, subject to compliance with specified requirements where existing conditions and/or drawings require overall fascia width in excess of 10 inches and/or where extensions required to comply with the overall dimensions noted on the drawings and to comply with FM 1-90 requirements.
 - 1) IMETCO., Extruded or Formed Aluminum Extender
 - 2) W.P. Hickman Co., Formed Fascia Extender
 - 3) Metal-Era, Fascia Extender
- 4) Where soffit closure noted for extension, premanufactured soffit closures with 1-1/2 inch flange shall be provided by fascia or coping manufacturer.
- 5) Characteristics
 - 1) Material: Smooth surface extruded or formed aluminum alloy. Thickness shall be determined by manufacturer to comply with specified performance for required fascia width, however thickness shall be .063".
 - 2) Finish: Fluoropolymer coating (unless mill finish specified or shown on drawings)

- 3) Face height: As indicated on drawings to cover masonry wall to blocking or existing masonry coping joint at least 1-1/2" below bottom edge of coping on outside face. Face length of extension to be 4" minimum and 8" maximum. Use multiple sections of extensions as necessary to provide required coverage of wall.
- 4) Lengths: 12'0" maximum.
- 5) Joints: Splice plates, concealed in accordance with manufacturer's recommendations.
- 6) Radius: Fascias for radius or arched (curved) walls shall be extruded by the manufacturer with all seams welded to correspond to the radius of the wall to receive the new fascia.
- 7) Accessories:
 - 1) Splice plates: Minimum 0.032" thickness aluminum sheet, 3" minimum width for concealed installations. Finish shall match fascias.
 - 2) Cleat: Continuous galvanized steel of manufacturer's standard design. Secure in accordance with manufacturer's recommendations.
 - 3) Fasteners: Fasteners shall be as recommended by fascia system manufacturer. In no case shall structural adhesive be used without mechanical fastening devices.
 - 4) Prefabricated sections: Factory-assembly, mitered corners, transitions, expansion joints, endcap closures and continuously welded joints to match fascia in design and finish.

2.04 FORMED STAINLESS STEEL COUNTERFLASHINGS

A. Acceptable products, subject to compliance with specified requirements:

1. Face mounted counterflashings only for use where prefabricated face mounted counterflashings indicated on the drawings:
 - a. Fry Reglet Architectural Metals., SM Surface Mounted Reglet System
 - b. Metal Era, 2-Piece "Snap-In" Counterflashing
2. Reglet mounted counterflashings only for use where prefabricated reglet counterflashings indicated on the drawings:
 - a. Fry Reglet Architectural Metals., MA Masonry Reglet System
 - b. Metal Era, "Thru-Wall" Custom 2-Piece Counterflashing

B. Characteristics:

1. Material: AISI Type 302/304 sheet or strip stainless steel conforming to ASTM A167; dead soft, No. 2B or 2D finish, .020 inch (min.) thick for premanufactured flashings. (Protect from dissimilar materials).

2. Dimensions: As necessary to extend a minimum of 4 inches below top edge of low slope roof base flashings and below top edge of steep slope roof step and base flashings.
3. Lengths: 12'0" maximum
4. Joints: As recommended by manufacturer, 1-inch minimum end laps.
5. Corners: Prefabricated receivers which extend 8 inches (min.) each side of corner.

C. Accessories:

1. Fasteners: Fasteners shall be as recommended by flashing system manufacturer and/or as may be noted on the drawings.

2.05 FORMED ALUMINUM GUTTERS AND DOWNSPOUTS

A. Acceptable products, subject to compliance with specified requirements:

1. Metal - Era (IG-2 Gutter)
2. Metal-Era, Industrial Downspout (closed face)
3. Alternate manufacturer and system as may be required by roof membrane manufacturer for inclusion in the specified roof system warranty. NOTE: Alternate manufacturer's system shall comply with all noted characteristics of above referenced approved gutter systems and be supplied with all noted accessories that are included with the above referenced approved gutter systems.

B. Characteristics

1. Material: Smooth surface formed aluminum alloy. Thickness shall be determined by manufacturer to comply with specified performance, however minimum thickness shall be .125".
2. Finish: Fluoropolymer coating (unless mill finish specified or shown on drawings)
3. Dimensions: As noted on drawings.
4. Lengths: 12'0" maximum.
5. Joints: Gutter splice plates, concealed in accord with manufacturer's product data.
6. Radius: Gutters for radius (curved) walls shall be extruded by the manufacturer with all seams welded to correspond to the radius of the wall to receive the new gutter.
7. Maximum 50 foot length between end caps or expansion joints. Provide new expansion joints as necessary to comply with this requirement.

8. Elbow at base of downspouts.
9. Downspouts shall be 4 inch by 4 inch (unless different size noted on drawings).

C. Accessories:

1. Gutter splice plates: Minimum .063 thickness aluminum sheet. Finish shall match gutters.
2. Fastener's: Fasteners shall be as recommended by system manufacturer.
3. Prefabricated sections: Factory-assembly, mitered corners, endcap enclosures, expansion joints, and continuously welded joints to match gutters in design and finish.
4. Downspout support straps, splice plates, end caps, outlets, closed face downspouts, downspout transitions (square to round) elbows and downspout straps as recommended by gutter manufacturer. Note: Optional support bracket to be omitted, gutter strap to be installed 18 inches on-center.
5. Expansion joints.

2.06 ALUMINUM COATING FINISH

A. Fluoropolymer Coating Finish:

1. Two coat, shop applied, baked on fluoropolymer coating system based on Atochem North America, Inc. Kynar 500 resin or Ausimont USA, Inc., Hylar 5000 Resin (Polyvinylidene fluoride, PVDF) formulated by a licensed manufacturer and applied by manufacturer's approved applicator to meet AAMA Publication 605.2-90.
2. Coating system shall provide minimum 1.0 mil dry film thickness consisting of minimum 0.20 mil primer and minimum 0.80 mil color coat.
3. Color shall be selected by Owner from coping manufacturer's standard selection (or) Color shall be custom color as selected by Owner.
4. Protective plastic films shall be removed immediately after installation and/or as necessary to prevent damage to the coating or permanent adhesion of the film to the coating surface due to exposure to ultra-violet rays.

2.7 PRODUCTS OF OTHER PREFORMED SHEET METAL MANUFACTURERS WILL BE ACCEPTABLE WITH THE FOLLOWING CONDITIONS:

1. No later than fourteen (10) calendar days prior to submission of bid, two complete sets of written manufacturer approved specifications, warranty, performance criteria, and fabrication and installation details, shall be submitted to the Owners Representative.
2. The submission shall include all the non-proprietary conditions of the original specifications and include a list of all proposed changes.

3. The Manufacturer shall document that the systems (or relabeled versions of these systems) are not approved for use with their roof system and cannot be included in the membrane manufacturer's full system warranty and that the proposed substitution meets or exceeds the performance criteria of the original specifications.
4. There shall be no modification to the construction details as shown in the construction documents.
5. If a bulletin is not issued, the original specified list of premanufactured sheet metal system materials shall prevail. Bulletins will not be issued within 72 hours of the bid due date and time.

2.08 ACCESSORIES

- A. Weatherproof Substrate Flashing for Use Below Copings (as noted on drawings): Self-adhering membrane of rubberized asphalt integrally bonded to polyethylene sheeting specifically formulated for high temperature applications. Approved manufacturers:

W.R. Grace and Company – Vycor Ultra
GAF – Stormguard HT
- B. Weatherproof Flashing for Use Below Copings Where Venting Details Utilized (refer to drawings): Asphalt saturated heavy duty non-perforated organic roofing felt, meeting all requirements of ASTM D4869, Type II (No. 30).
- 3) Sealants for use with sheet metal flashings shall be a single component sealant meeting ASTM specification C920, Type S, Grade NS, Class 25, use NT, M, G, A, and O and shall be capable of withstanding movement of 100% in extension and 50% in compression in service, such as the following:
 1. 890 Silicone, Pecora Corporation, Harleysville, PA.
- D. Sealant Tape: Preformed butyl tape, -inch minimum width, 1/16-inch minimum thickness, Tremco MBT-35 or approved equivalent, and 2-1/2 inch width, 3/16 inch thick SikaLastomer 82 Triple Bead Butyl Curb Sealant Tape by Sika Corporation (800) 548-0496 (refer to drawings).
- E. Utility Cement: For embedment of new sheet metal flanges. Trowel grade, modified asphalt adhesive specifically designed for use with SBS modified bitumen membrane and flashing products.
- F. Asphalt Primer: For coating of sheet metal flanges which are to be in contact with bituminous materials. Penetrating asphalt cutback which complies with Federal Specification #SS-A-701B and ASTM D-41.

PART 3 - EXECUTION

3.01 INSPECTION

- A. The Contractor shall examine the areas and conditions under which the flashing and sheet metal is to be installed, and notify the Owner in writing of conditions detrimental to the proper and timely completion of this phase of the work. Do not proceed with this phase until the unsatisfactory conditions have been corrected. Commencement of work shall be construed as acceptance of the conditions.
- B. Extend counterflashings 4 inches (min.) over base flashings or as noted on drawings.
- C. Installation of items not shown in detail or not covered by specifications shall meet the applicable requirements of the latest edition of the Architectural Sheet Metal Manual of the Sheet Metal and Air Conditioning Contractors National Association, Incorporated and/or the requirements of the material or equipment manufacturer.
- D. Contractor shall verify that roof openings, curbs, pipes, sleeves, ducts, or vents through the roof are solidly set, with blocking, cant strips and reglets in place.
- E. Verify membrane termination and base flashings are complete at new sheet metal flashing locations prior to installation of new metal flashings.
- F. Sheet metal counterflashings, gravel stop fascias and copings shall not run continuous over expansion joints in the walls, parapets and perimeter edges. Expansion joint flashings shall be continuous at these locations.
- G. Beginning of installation shall indicate acceptance of existing conditions by the Contractor.

1. INSTALLATION REQUIREMENTS

- a. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with the latest edition of the SMACNA "Architectural Sheet Metal Manual." (should manufacturers recommendations not adequately address all conditions). Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams which will be permanently watertight and weatherproof.
- b. Embed asphalt primed flanges of work in a coating of SBS modified bituminous roofing cement for modified and built-up roof systems.

3.02 PREPARATION

- A. Field measure site conditions.
- B. Install starter and edge strips, and cleats before starting installation.
- C. Install surface mounted metal flashings true to lines and levels. Seal top with continuous application of sealant.
- D. Secure flashings in place using approved fasteners for the substrate encountered acceptable to the manufacturer of the installed membrane.

- E. Seam and seal all joints.
- F. Apply SBS modified plastic cement compound, approved for use by roof membrane manufacturer, between embedded metal flashings and bituminous membrane flashings.
- G. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- 8) Surfaces of new metal flashing which will come into contact with dissimilar metal shall receive a heavy protective coating per the metal producers or suppliers recommendations to provide protection against galvanic corrosion.
- c) REGLET JOINTS
 - 1) Cut or grind new reglet joints into existing masonry or concrete walls, curbs, columns, etc. where noted on the drawings to receive new sheet metal counterflashings.
- B. Reglet joint shall be cut to a depth of 1-3/4 inches and width shall be cut to between 3/8 and 1/2 inch.

3.04 INSTALLATION

- A. General:
 - 1. Installation shall comply with the drawings.
 - 2. Where not specifically indicated on the drawings or in the manufacturer's recommendations, installation shall comply with the recommendations of "The SMACNA Manual".
 - 3. The flashing and sheet metal work shall be permanently watertight and shall not deteriorate in excess of published limitations of the manufacturer.
- B. Thermal expansion shall be provided for in all exposed sheet metal work exceeding 15'-0" in running length, except where otherwise indicated:
 - 1. On flashing and trim, expansion capability shall be 10'-0" maximum spacing, and located 18" from corners and intersections.
- C. Fasteners and expansion provisions shall be concealed wherever possible.
- D. Provide continuous weather tight sheet metal closures at all end terminations, end joints and corners in wall and curb sheet metal counterflashings.
- E. Expansion joint covers, including all joint seams, transitions, terminations and intersections shall be installed in strict accordance with the recommendations of the expansion joint cover manufacturer and these specifications and drawings.
- F. At coping and gravel stop fascia terminations at open portion or termination of wall or at change in elevation of wall: Install sheet metal closure utilizing the same metal used to fabricate the coping or

fascia. The closure end cap shall lap beneath the coping or fascia 1" (min.), continuous sealant applied between the coping or fascia and the closure and the closure secured 3" o.c. with compatible metal rivets. The bottom edge of the closure shall be hemmed (folded back) " (min.) and the bottom edge shall neatly align with both the bottom edge of the front and back fascias of the coping or fascia. Apply sealant over all fastener heads.

- G. At coping and gravel stop fascia terminations at rising walls, chimneys, changes in wall height, etc., a 2-inch flange of the coping or gravel stop shall turn up the wall, be set in butyl tape, be secured by termination bar and be continuously sealed as noted on Typical Coping/Gravel Stop Termination detail. Refer to drawings.

3.05 PREFABRICATED COPING INSTALLATION:

- A. Install prefabricated coping system in accordance with manufacturer's recommendations, true to line.
- B. Install anchor plates at 5'0" o.c. maximum. Install concealed gutter/splice plates at coping intersections.
- C. Install fascia extensions where required (10" maximum face without extensions). Stagger joints between coping and fascia and fascia extensions 6 inches (min.).
- D. Install copings over anchor plate and gutter/splice plates, with minimum 1/4" wide joints over gutter/splice plate intersections. Set coping over splice plates in full bed of extruded butyl tape, 1/2" from intersection edges.
- E. Make weather tight fit; allowing for expansion and contraction.
- F. Attach anchor plates using concealed fasteners. Snap coping into place.

3.06 PREFABRICATED FASCIA INSTALLATION:

- A. Install prefabricated fascia system in accordance with manufacturer's recommendations, true to line.
- B. Install continuous water dam/cant/cleat, lap endjoints 1-inch (min.). Apply asphalt primer over water dam/cant and top and bottom surface of flanges and allow to dry.
- C. Set flange into modified bitumen mastic and secure 6 inches on-center (maximum).
- D. Install membrane flashings over water dam/cant per flashing membrane manufacturer's requirements.
- E. Install fascia extensions where required (10" maximum face without extensions). Stagger joints between coping and fascia extensions 6 inches min.
- F. Secure fascia cover and compression clamps in strict accordance with manufacturer's recommendations.
- G. New fascia and extension shall, as a minimum, cover same portion of wall and/or wood fascia covered by original sheet metal flashings.

3.07 PREFABRICATED COUNTERFLASHING INSTALLATION

- A. Install prefabricated 2-piece counterflashing systems in accordance with the manufacturer's recommendations, true to line.
- B. Install reglet receiver as recommended by manufacturer and as may be noted on the drawings.
- C. Snap in counterflashing, lapping ends 1 to 3 inches, as recommended by manufacturer.
- D. Apply continuous sealant into reglet joint and/or along top of reglet receiver. All substrate surfaces shall be properly prepared and cleaned in accordance with sealant manufacturer's recommendations prior to sealant application.

3.08 PREFABRICATED GUTTER AND DOWNSPOUT INSTALLATION

- A. All gutters, downspouts and related accessories shall be installed in strict accordance with recommendations of the manufacturer and as may be noted on the drawings and in these specifications.
- B. At locations where roof drain lines tie into downspouts install a conductor head at the top of the downspout to receive the drain line. Conductor head shall be fabricated from same material as downspout, lap onto drain line 4" min. and be fabricated to provide 1/2-inch gap around the drain line and reduce to slip inside the top of the downspout 3-inch minimum. Secure to downspout with a minimum of 2 fasteners.
- C. At locations where new square downspouts tie into round stormwater system inlet or new galvanized steel pipe, provide transition which provides square to round transition. Bottom end shall slip into stormwater inlet 3 inches (min.).
- D. New downspouts shall be installed at all locations of original downspouts and as may be noted at additional locations on the drawings.
- E. Install angled elbow at base of downspout and concrete splash block below all downspouts which discharge onto grade or onto lower low slope roofs. Install section of walk pad below splash blocks on roofs.
- F. Install gutter strap 18 inches on-center (omit optional support bracket below gutter).
- G. For downspouts which discharge onto lower steep slope roofs, downspout shall have an angled outlet oriented parallel to roof slope to direct water down (not across) slope toward the roof eave.

3.09 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes.
- B. Protection: Contractor shall protect flashings and sheet metal work during construction, to ensure that work that remains will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION 07712

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes joint sealants for the applications indicated in the Joint-Sealant Schedule at the end of Part 3, and the following applications:
 - 1. Exterior joints in the following vertical surfaces and horizontal nontraffic surfaces:
 - a. Construction joints in cast-in-place concrete.
 - b. Control and expansion joints in unit masonry.
 - c. Joints in dimension stone cladding.
 - d. Joints between metal panels.
 - e. Joints between different materials listed above.
 - f. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
- B. Related Sections include the following:
 - 1. Division 4 Section "Unit Masonry Assemblies" for masonry control and expansion joint fillers and gaskets.
 - 2. Division 8 Section "Glazing" for glazing sealants.
 - 3. Division 9 Section "Gypsum Board Assemblies" for sealing perimeter joints of gypsum board partitions to reduce sound transmission.
 - 4. Division 9 Section "Ceramic Tile" for sealing tile joints.
 - 5. Division 9 Section "Acoustical Panel Ceilings" for sealing edge moldings at perimeters of acoustical ceilings.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

- E. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in “Quality Assurance” Article.
- F. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- G. Field Test Report Log: For each elastomeric sealant application.
- H. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- I. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer’s authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Product Testing: Obtain test results for “Product Test Reports” Paragraph in “Submittals” Article from a qualified testing agency based on testing current sealant formulations within a 36-month period preceding the commencement of the Work.
 - 1. Test elastomeric joint sealants for compliance with requirements specified by reference to ASTM C 920, and where applicable, to other standard test methods.
 - 2. Test elastomeric joint sealants according to SWRI’s Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
 - 3. Test other joint sealants for compliance with requirements indicated by referencing standard specifications and test methods.
- D. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates as follows:
 - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 - 2. Conduct field tests for each application indicated below:
 - a. Each type of elastomeric sealant and joint substrate indicated.
 - b. Each type of nonelastomeric sealant and joint substrate indicated.
 - 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
- E. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:

1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.

1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
 2. When joint substrates are wet or dirty.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

PART 2 - PRODUCTS

2.1 SEALANTS

- A. Type A Sealant:
 1. Manufacturers:
 - a. Euclid Chemical Company "Eucolastic II – Pourable".
 - b. Mameco International "Vulkem 245".
 - c. Sika Corp. "Sikaflex 2C-SL".
 - d. Sonneborn Building Products "Sonolastic Paving Joint Sealant".
 - e. Substitution under provisions of Division 1.
- B. Type B Sealant:
 1. Manufacturers:
 - a. Euclid Chemical Company "Eucolastic I or II – Gun Grade".
 - b. Mameco International "Vulkem 921 or 922".
 - c. Pecora Corp. "Dynaflex".
 - d. Sika Corp. "Sikaflex 1A or 2C-NS".
 - e. Sonneborn Building Products "Sonolastic NP I or NP II".
 - f. Tremco "Dymonic or Dymeric".

- g. Substitution under provisions of Division 1.
- 2. Single or multiple component, non-sag, polyurethane-based sealant conforming to ASTM C 920, Type S or M, Grade NS, Class 25.
- C. Type C Sealant:
 - 1. Manufacturers:
 - a. Adco Seal "No. B-100".
 - b. Pecora Corp. "BC-158".
 - c. PTI Sealants "No. 707".
 - d. Tremco "Butyl Sealant".
 - e. Substitution under provisions of Division 1.
 - 2. Butyl rubber-based sealant conforming to ASTM C920, Type S, Grade NS, Class 7.5.
- D. Type D Sealant:
 - 1. Manufacturers:
 - a. Pecora Corp. "AC-20".
 - b. Sonneborn Building Products "Sonolac".
 - c. Tremco "Acrylic Latex Caulk".
 - d. Substitution under provisions of Division 1.
 - 2. Latex acrylic-based sealant conforming to ASTM C834.
- E. Type E Sealant:
 - 1. Manufacturers:
 - a. Dow Corning Corp. "No. 795".
 - b. General Electric Co. "Silpruf".
 - c. Sonneborn Building Products "Omniseal".
 - d. Tremco "Spectrum 1".
 - e. Substitution under provisions of Division 1.
 - 2. Low-modulus silicone sealant conforming to ASTM C920, Type S, Grade NS, Class 50.
- F. Type F Sealant:
 - 1. Manufacturers:
 - a. Sika Chemical Corp. "51NS".
 - b. Substitution under provisions of Division 1.
 - 2. Flexibilized Epoxy Sealant: ASTM D 2240 Shore A hardness, 75 minimum; ASTM D732 shear strength, minimum 800 psi at 14 days; ASTM C82 bond strength, 800 psi minimum.

G. Type G (Acoustical) Sealant:

1. Tape:

a. Manufacturers:

- 1) Norton Co. "Norseal V30 Series".
- 2) Arlon "Series 6A".
- 3) Substitution under provisions of Division 1.

- b. Polyvinyl chloride foam tape with pressure-sensitive adhesive on one side, 3/4-inch wide by the thickness required to accommodate unevenness of substrate and completely fill openings between partition framing and building floors and concrete or masonry walls.

2. Compound:

a. Manufacturers:

- 1) Ohio Sealants "Sound Caulk (solvent type)".
- 2) Pecora Corp. "BA-98".
- 3) Tremco "Acoustical Sealant".
- 4) Substitution under provisions of Division 1.

- b. Permanently resilient type manufactured specifically for acoustical applications.

2.2 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F (minus 32 deg C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.3 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint configuration where indicated per Figure 5B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 5C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Installation of Preformed Tapes: Install according to manufacturer's written instructions.
- H. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:
 - 1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
 - 2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8 inch. Hold edge of sealant bead 1/4 inch (6 mm) inside masking tape.

3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
 4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.
- I. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, producing seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in compliance with sealant manufacturer's written instructions.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
1. Extent of Testing: Test completed elastomeric sealant joints as follows:
 - a. Perform two (2) tests for the first 1000 feet of joint length for each type of elastomeric sealant and joint substrate.
 2. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
 3. Inspect tested joints and report on the following:
 - a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 - b. Whether sealants filled joint cavities and are free of voids.
 - c. Whether sealant dimensions and configurations comply with specified requirements.
 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 SCHEDULE

A. Type A

- 1. Joint in concrete and tile floors, and paved surfaces subject to foot traffic.

B. Type B

- 1. Exterior and interior vertical joints in concrete, except as otherwise specified.
- 2. Exterior joints in masonry.
- 3. Around metal door, window and louver vents frames penetrating exterior concrete and masonry.
- 4. Interior vertical joints between steel column and CMU wall.
- 5. Do not use single-component sealants when excessive movement is expected within the curing time of the sealant.

C. Type C

- 1. Interior wall penetrations for pipe and conduit that will be concealed by escutcheons and other trim and plate, and for lap joints in sheet metal.

D. Type D

- 1. Joints, voids and penetrations not otherwise specified for interior surfaces exposed to view and requiring painting.
- 2. Bedding of fixtures, partitions, equipment and accessories fastened to walls and floors, flanges and escutcheons of items penetrating surfaces in kitchens, dining rooms, toilet rooms changing rooms, and other areas requiring sanitary conditions to eliminate any open joints between contact surface.

E. Type E

- 1. Exterior and interior joints in contact with organically-coated aluminum and for non-resident-accessible joints between concrete masonry.

F. Type F

- 1. Construction joints, window and hollow metal frame perimeters, furnishings and equipment at wall, ceiling, and floor surfaces adjacent to concrete or masonry.

G. Type G

- 1. Perimeter joints around sound-retardant partitions and electrical boxes and other penetrations in such partitions.

END OF SECTION 07920

PART 1 GENERAL**1.1 DESCRIPTION OF WORK**

- A. Provide and install all necessary cast iron piping, appurtenances, supports, insulation, tools, labor, and equipment for the installation of new drains to replace all existing roof and playdeck drain assemblies, and drain line plumbing adjacent to the drain. Drain line plumbing immediately adjacent to the drain shall be removed to and include, the first 90 degree elbow fitting. Where no 90 degree elbow within 5 feet, remove first 4 feet of drain line. Replace all removed drain line and fittings with new cast iron piping to match inside diameter of original piping.
- B. Install new drains in strict accordance with the recommendations of the drain manufacturer.
- C. Drain lines for any new drains which will tie-into downspouts routed down exterior walls shall extend out walls, cornices and balcony ceilings a minimum of 6", have a 90 degree fitting with outlet facing down, and extend into new sheet metal conductor head a minimum of 4".
- D. All existing plumbing vent pipes shall extend a minimum of 18" above the finished height of the new roof system. Modify soil stacks with matching material type, thickness and diameter as necessary to comply with this requirement.
- E. All plumbing and related work shall be performed in strict accordance with all applicable codes and regulations.
- F. Prior to acceptance of the work, "rod" or "snake out" all existing roof drain lines for the first 150 lineal feet of the drain line. At locations where sheet metal downspout is installed between the roof drain and below grade drainage systems, do not rod or snake out the downspout. Subtract the lineal footage of downspout from 150 lineal feet and continue rodding of the drain line below grade until 150 lineal feet from roof drain.
- G. Install insulation on bottom of each drain bowl and a minimum of 5' of drain line beginning at the drain bowls or all horizontal runs of new and existing drain line (whichever is greater lineal footage shall apply to this project).

1.2 QUALITY ASSURANCE

- A. Qualification of Manufacturer: Products used in this work shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the consultant.
- B. In acceptance or rejection of the work of this section, the consultant will make no allowance for lack of skill on the part of the workmen.

1.3 PRODUCT HANDLING

- A. Use all means to protect the materials of this section before, during and after installation and to protect the work and materials of all other trades.

- B. Deliver only new materials to the job site in original, unopened containers. Materials to be stored in such a manner as to protected from rain, snow or inclement weather. When storing materials on the roof, do not overstress the deck.
- C. In the event of damage, immediately make all repairs and replacements to the approval of the consultant and at no additional cost to the Owner.

1.4 SLEEVES

- A. All pipes passing through construction shall be fitted with flush sleeves of sufficient diameter to pass the insulation.
- B. Sleeves shall be 20 USG galvanized iron, except in masonry, where steel pipe sleeves shall be used.
- C. In fire divisions, sleeves shall be packed with an approved fire stop material to maintain fire protection integrity and rating.

1.5 GUARANTEE

- A. All new materials and workmanship covering work provided under this section of the specifications shall be guaranteed in writing by the Contractor to maintain all plumbing in a watertight condition without cost to the Owner for a period of two (2) years after date of final payment.
- B.

PART 2 PRODUCTS

2.1 ROOF DRAINS

- A. Replacement of Existing and Installation of New Roof Drains :
 - 1. New roof drains to replace existing to match existing outlet diameters and existing drain bowl diameters (varies). New drains at new locations shall have 2, 3, 4 or 5" diameter outlets per drawings. New drains shall be coated cast iron body, inside caulk, underdeck clamp, cast iron vandal-proof dome, cast iron static or adjustable extension assembly, cast iron clamping ring, and roof sump receiver, as manufactured by one of the following or approved equal:
 - a. Jay R. Smith Manufacturing Co., Model 1010
 - b. Zurn Industries, Model Z-100
 - c. Wade Division/Tyler Pipe, 3000 Series
 - Relief Drains (with Primary and Secondary Piping):
 - a. Froet Industries, LLC., The Froet Drain 100C3
 - 2. For replacement of existing side outlet drains, provide and install side outlet versions of the above-referenced drains.

3. Contractor shall not use oversized no-hub fittings and connectors for inside caulk installations in lieu of the proper inside caulk fittings, connectors and assemblies.

2.2 PIPE

- A. Reference: ASTM A-474 Cast Iron Soil Pipe and Fittings or ASTM A53 Black Steel Pipe.
- B. Cast Iron Pipe: ASTM A74 service weight:
 1. Fittings: Cast Iron
 2. Joints: Lead and oakum.
- C. Steel Pipe: ASTM A53 Schedule 40, STD weight class, black, Type F.
 1. Fittings and Joints: ASTM A865 – Threaded Couplings.

2.3 PIPE FITTINGS

- A. Cast iron soil pipe fittings shall conform to ASTM A74.
- B. Steel Pipe Fittings shall conform to ASTM A865.

2.4 HANGERS

- A. All piping shall be supported by hangers, concrete inserts, and insulation saddles conforming to MSS-SP-58.
- B. Hangers for cast iron pipe shall be spaced at least one per length, but not more than 7 feet apart.
- C. Vertical runs of pipe shall be supported by riser clamps except that pipe 1-1/4" and smaller may be braced by galvanized malleable iron fasteners.
- D. A hanger shall be placed no further than 24" from each change in direction of piping.

2.5 ROOF SUMP RECEIVERS/BEARING PANS

- A. 14 gauge steel, 24 inch by 24 inch (min.). Pans shall be flat with slightly beveled or recessed center opening to receive new drain body flange.

2.6 EXTENSION SLEEVE COLLARS

- A. Cast iron static or adjustable sleeve/collar as necessary to raise drain/clamping ring flange flush with top of roof insulation at drains as noted on drawings.

2.7 ROOF DRAIN ACCESSORIES AND FITTINGS

- A. All clamps, fittings, expansion joints and piping as necessary to complete the installation in compliance with applicable plumbing codes.

PART 3 EXECUTION

3.1 INSTALLATION

- A. All fittings, offsets, etc., may not be shown. Contractor shall determine their necessity by investigating conditions at the site.
- B. All piping aboveground shall be run parallel with the lines of the building in the most direct manner, concealed in furred spaces where possible.
- C. Pipes shall be cut accurately, all burrs removed and placed without springing or forcing.
- D. All changes in size of piping shall be made by reducing fittings; no bushing will be permitted unless approved by the Engineer.
- E. Contractor shall determine, with approval, where expansion joints, loops or anchors will be required due to space restrictions prohibiting proper run out flexibility.
- F. Install all piping, sized as required for new drains and to match existing drain line plumbing, securely supported from building structure on 7 foot centers or less, if necessary, for proper installation and support.
- G. Carefully enlarge the existing drain opening in the deck the minimum as may be necessary to allow for installation of the new drain assembly and sump pan.
- H. For new openings in concrete decks, openings shall be made with concrete coring equipment which utilizes diamond impregnated coring barrels. Do not use jack hammers, chisels, etc., to provide openings. Provide interior protection below all new drain opening locations. Continuously use shopvac to vacuum up water during coring work to prevent/minimize water entering below deck.
- I. Install new 14 gauge sheet metal roof sump receiver at each new drain. Pan shall conform to existing conditions.
- J. Properly support all fittings and joints such that they do not bend or warp.
- K. Secure under deck clamps to secure drain assembly to deck.
- L. At locations where the bottom of the roof deck is exposed to interior space below, protect interior spaces, floor, equipment, etc., with 20 ft. by 20 ft. (min.) tarps centered below work area, prior to and during roof, drain and partial deck removal and during installation of new drains. Remove all debris and tarps immediately upon completion of drain and roofing installation at these locations. Coordinate interior protection and clean up with Owner's representative.
- M. Section of existing drain line between drain bowl and first joint in drain line shall be removed and replaced with new drain line piping in accordance with these specifications.
- N. Upon completion of roof flashing installation, tightly secure the roof drain clamping ring. Galvanized steel washers shall be used below all clamping ring bolts. Install additional washers as necessary to prevent oversized bolts from bottoming out on the drain bowl, thereby preventing proper compression of the drain flashings.

- O. At locations where new drain lines to be routed through existing walls, contractor shall include all required work and materials relative to providing new openings in walls and repairing wall around new pipe opening to return to original finish conditions in their base bid. Where new drain lies routed out exterior walls, provide watertight seal between drain line and wall.

3.2 COORDINATION

- A. Install all new drains, receivers, clamps and miscellaneous supports at locations determined by the Owner's representative. Connect drains immediately to new or existing piping.

3.3 DRAINAGE PIPING

- A. All piping shall be so installed that any point in the system can be cleaned by a standard length snake.
- B. It is intended that no horizontal pipe be built into masonry. All pipes must provide slope to drainage points.
- C. Provide cleanouts at all traps, the bases of all stacks and rain conductors, changes of direction greater than 45 degrees and other points shown on drawings or as required by authorities having jurisdiction. Cleanouts in buried piping shall be brought up flush to finished floors, outside to 18 inches below finished grade. Cleanouts shall be full size in pipe up to 4", and 4" in larger pipe.

3.4 JOINING PIPE

- A. All cast iron Bell and Spigot pipe shall have joints made of pure pig lead and oakum bedded with hammer and caulking iron. Joints shall be made in one pour using 16 oz. of lead per inch. Threaded connections shall be used if steel pipe is used.

3.5 PIPE AND DRAIN INSULATION

- A. All new drains and piping, as well as at all existing drains and drain piping within ten (10) feet of the roof drains where insulation is missing or damaged, shall be wrapped in new fiberglass pipe and drain bowl insulation with sealed jacket seams and butts.
- B. At locations where drain line piping is exposed to finished building interior, insulate all exposed drain line.

3.6 QUALITY CONTROL

- A. The building is to remain watertight during installation of new drains. The deck and new membrane is not to be cut if any ponded water exits on adjacent roof surface.
- B. Be careful not to damage any interior or exterior finishes, including floors, ceilings and walls except as partial removals may be required to perform the work.
- C. Restore all surfaces damaged, removed or altered by the operations of this section to conditions which existing prior to initiation of the work, at no additional cost to the Owner.

3.7 VERIFICATION

- A. Upon completion of the installation of each drain and attached piping, visually inspect and verify that all components are complete and properly installed. Verify that all new drains and piping are securely attached to the building structure, are in working order, and are watertight.

3.8 CLEAN-UP

- A. At completion of all plumbing work, remove all construction debris and equipment from job site. Contractor is to ensure that all building components (ceilings, lights, etc.) are undamaged and properly in place.

END OF SECTION 15410