

Roof Repairs at New Castle County Courthouse – Phase 2

**500 King Street
Wilmington, Delaware**

ADDENDUM #1

September 17, 2014

OMB/DFM Contract No. MC1002000117

The following document is intended to amend the Project Manual and Drawings (dated April 1, 2014) for the above-referenced project.

Pre-Bid Meeting:

Terri McCall	OMB/DFM
Michael Jones	DFM
Gene Wallach	D.A. Nolt, Inc.
Matthew Tetrick	Farrell Roofing, Inc.
Amy Cribb	CTA Roofing
Joseph Adams	Wilkinson Roofing
John M. Peck	Garvey Roark, LLC
Steve Winnington	Tri-State the Roofers
Michael Cuocolo	P&C Roofing, Inc.
Rich Wilson	Cooperson Associates

The following items were discussed during the mandatory Pre-Bid meeting conducted on September 17, 2014 at 10:00 AM (see attached sign-in sheet):

1. Project bids are due Thursday, October 2, 2014 at 2:00 PM. Bids should be submitted in triplicate, addressed and delivered to the State of Delaware, Office of Management and Budget, Division of Facilities Management, Thomas Collins Building, Suite 1 (Third Floor), 540 S. DuPont Highway, Dover, DE 19901.

The outer envelope should clearly indicate: **OMB/DFM Contract No. MC1002000117 – New Castle County Courthouse Roof Repairs – Sealed Bids – Do Not Open.**

Bids will be publicly opened and read aloud at the above-stated time.

Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

2. Importance of filling out the Subcontractor List was reviewed. Bidder should complete each of the categories listed, even if the bidder intends to perform a category with their own forces. Failure to complete the form completely may result in disqualification of bid.
3. Bidders were directed to utilize the state bid bond for their bid proposal (included in the Project Manual). The successful bidder will need to provide a Performance Bond, utilizing the state's bond form.
4. There is one Contingency Allowance in the amount of \$30,000 shown on the bid form and described in the Project Manual.
5. Project's certified wage rates are included in the Project Manual.
6. Roof contractor is responsible for obtaining any permits required by the City of Wilmington and/or the State for the project work.
7. Bidders shall indicate the calendar days required to complete the project where indicated on the Bid Form.
8. State intends to award the project as soon as possible after bid opening date. Work shall commence upon receipt of State purchase order. The State anticipates a late October 2014 start.
9. There are no alternate prices required. There are twelve (12) unit prices listed on the bid form. The project does not include liquidating damages.
10. Contractor shall work regular daytime hours, except for demolition removal and new material loading operations. These two operations shall be performed on a Saturday. The contractor will have access to the freight elevator for those operations.
11. All roof work will be inspected daily by Professional Roof Services, Inc. These inspection services will be contracted by the state, independent from the roof contract. Daily inspection reports will be distributed to the Architects by PRS.

12. The State will make arrangements with the contractor regarding parking and cell phone usage.
13. Contractor may use building toilet room(s) as directed by Owner. Temporary toilet facility is not required to be furnished by the roof contractor.
14. Roof contractor will be issued only one building security badge for access through the building. Contractor foreman shall be responsible for the use of the badge. This will be arranged by Mike Jones, the on-site DFM contact.
15. NCC courthouse is a State owned facility. No smoking is allowed in the building or anywhere on the property.
16. Roof contractor personnel may use the building's lower floor cafeteria for lunch. Roof contractor personnel shall lunch as a group, not individually.
17. Existing roof is a Johns Manville system and the manufacturer warranty has expired, except at one small section of roof area thirteen (13) which was re-roofed during the Phase 1 project.
18. This is a roof "repairs" project. Repairs are required throughout multiple roof areas on multiple levels of roof.
19. Repairs shall be done with "like kind materials" compatible with the existing roof materials.
20. Some roof areas have metal deck and some have concrete deck; all roof areas have 3 or 4 ply built up roof systems, except roof area 16 which is metal; all roof areas (except area 16) have granular cap sheets.
21. Professional Roof Services (PRS) took sample roof cores at several locations that are indicated and described on drawing A100.
22. The work shall start where designated by the Owner. The successful contractor shall submit a sequence of work schedule at the pre-construction meeting.
23. The on-site contact for this project is Mike Jones, DFM. His contact phone number is (302) 593-4204.
24. The roof areas can be visited following this pre-bid meeting. A second site visit is scheduled for Thursday, September 25, 2014 at 10:00 AM. Contractors shall call Mike Jones to confirm attendance.

25. Twelve (12) photographs of typical existing roof conditions and details are included in this addendum for informational purposes only.

Project Manual:

1. The Bid Form has been revised to include “(a copy of Bidders Delaware Business License must be attached to this form.)” and identified as Addendum No. 1. The revised Bid Form is included in this addendum and shall be used for submitting bids.
2. The Instructions to Bidders has been revised, (Para 2.3.5, new Para 4.1.11, and Para 5.4.7), is identified as Addendum No. 1, and is included in this addendum.
3. The General Requirements have been revised by the addition of a new paragraph. The new paragraph 5.1.5 is included in this addendum and shall be inserted in Article 5 of the General Requirements.
4. Project Manual Technical Specification Section 075220 – Roof Restoration has been changed from a hot mopped roof system to a cold applied system and is identified as Addendum No. 1. The revised section is included in this addendum and replaces the section currently in the original Project Manual.

Drawings:

1. Roof Plan, Drawing A100 - Add the following general Notes:
“21. Repair, re-adhere, and seal roof flashing membrane at elevator penthouse scuppers”
“22. Repair and seal open joints in metal copings of elevator penthouses at miters and interior corners.”
(Notes 21 and 22 are with reference to elevator penthouses #1 and #2 on roof area 10.)
2. Roof Plan, Drawing A100:
Delete General Note No. 3 in its entirety.
Insert the following General Note No. 3:
“3. Inspect all roof drains. Remove drain domes and check all flashing ring bolts tightness. Tighten as required. Clear all debris from drain bowls as required. Re-install drain domes.”

******END of ADDENDUM #1 ******

INSTRUCTIONS TO BIDDERS

Addendum No. 1

TABLE OF ARTICLES

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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.

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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 copy of a valid Delaware Business License with their Bid.
- 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.

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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.

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- 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. 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.
- 4.1.11 Each bidder shall include in their bid a copy of a valid Delaware Business License.

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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, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. 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, section 6962(d)(10)b, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. A Bid will be considered non-responsive unless the completed list is included.

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, sex, color, sexual orientation, gender identity 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, sex, color, sexual orientation, gender identity 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, sex, color, sexual orientation, gender identity or national origin."

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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, Division of Industrial Affairs 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 sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

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 fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax 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.

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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.

ARTICLE 5: CONSIDERATION OF BIDS**5.1 OPENING/REJECTION OF BIDS**

5.1.1 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.

5.1.2 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.

5.1.3 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 Agency reserves the right 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(s), it is in the best interest of the State.

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;

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- 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.

INSTRUCTIONS TO BIDDERS

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- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, 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 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and a copy of its Delaware business license, and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 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).

INSTRUCTIONS TO BIDDERS

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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

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

INSTRUCTIONS TO BIDDERS

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BID FORM

For Bids Due: _____ **To:** State of Delaware
OMB/Division of Facilities Management
540 S. DuPont Highway, Suite 1
Dover, Delaware 19901
Attn: Terri McCall

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(A copy of Bidder's Delaware Business license must be attached to this form.)

(Other License Nos.): _____

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

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

\$ _____
(\$ _____) (Including Allowance No. 1)

ALLOWANCES:

Allowances conform to applicable project specification section. Refer to specification section 012100 for a complete description of the following allowance:

- 1. Allowance No. 1: A contingency allowance in the amount of \$30,000.00 (included in the base bid price).

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

	<u>ADD</u>
UNIT PRICE No. 1: <u>Remove or repair / reseal "Blistered" roof membrane.</u>	\$ _____ /Each
UNIT PRICE No. 2: <u>Remove or replace wet insulation areas.</u>	\$ _____ /S.F.
UNIT PRICE No. 3: <u>Remove or reseal open flashing seams.</u>	\$ _____ /L.F.
UNIT PRICE No. 4: <u>Remove or reseal open membrane seams in the field of the roof.</u>	\$ _____ /L.F.
UNIT PRICE No. 5: <u>Furnish / install metal counter flashing where missing.</u>	\$ _____ /L.F.
UNIT PRICE No. 6: <u>Repair open membrane "Fish Mouths".</u>	\$ _____ /Each
UNIT PRICE No. 7: <u>Patch / seal holes or gouges in membrane.</u>	\$ _____ /Each
UNIT PRICE No. 8: <u>Repair scupper flashing.</u>	\$ _____ /Each
UNIT PRICE No. 9: <u>Furnish / install roof termination bar.</u>	\$ _____ /L.F.
UNIT PRICE No. 10: <u>Remove roof drain furnish / install new roof drain.</u>	\$ _____ /Each
UNIT PRICE No. 11: <u>Seal open joints in metal coping caps</u>	\$ _____ /Each
UNIT PRICE No. 12: <u>Remove / replace joint sealant</u>	\$ _____ /L.F.

BID FORM

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 sixty (60) 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.

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)

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b 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>	<u>Subcontractors tax payer ID # or Delaware Business license #</u>
1. Roofing (SBS Modified Membrane)	_____	_____	_____
2. Metal Fabrications (Flashings, Copings)	_____	_____	_____
3. Carpentry (Nailers, blocking)	_____	_____	_____
4. Sealants (Caulking)	_____	_____	_____
5. Plumber (Roof Drains)	_____	_____	_____

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 Office of Management and Budget, Division of Facilities Management*).

All the terms and conditions of “*Roof Repairs at New Castle County Courthouse – Phase 2*” have been thoroughly examined and are understood.

NAME OF BIDDER: _____

**AUTHORIZED REPRESENTATIVE
(TYPED):** _____

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):** _____

TITLE: _____

ADDRESS OF BIDDER: _____

E-MAIL: _____

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.

Addendum No. 1

- 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.

Addn No. 1

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

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 Office of Management and Budget, Division of Facilities Management 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.

SECTION 075220 – ROOF RESTORATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Roof Restoration Procedures.
- B. Related Sections:
 - 1. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
 - 2. Section 076200 "Sheet Metal Flashing and Trim" for metal caps and counterflashing.

1.3 DEFINITIONS

- A. Roofing Terminology: See 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.

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.
- C. Johns Manville warranty: Use roof materials approved by Johns Manville. Maintain existing Johns Manville roof warranty.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system.
 - 1. Base flashings and membrane terminations.
 - 2. Tapered insulation, including slopes.

3. Crickets, saddles, and tapered edge strips, including slopes.
4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

1.7 QUALITY ASSURANCE

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

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

1.9 PROJECT 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. Manufacturer's letter of continued roof warranty coverage.
- B. Special Project Warranty: Submit roofing Installer's warranty, signed by Installer, covering the Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards and substrate boards, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SBS-MODIFIED ASPHALT-SHEET MATERIALS

- A. SBS-Modified Bituminous Membrane Roofing:
 - 1. Manufacturers: Provide products by:
 - a. Johns Manville
 - b. Approved products of other manufacturer's that are compatible with the existing Johns Manville roofing products.
- B. Granule-Surface Roofing Membrane Cap Sheet: Match existing roof system; granular surfaced; suitable for application method specified, and as follows:
 - 1. Granule Color: White.

2.2 BASE FLASHING SHEET MATERIALS

- A. Granule-Surfaced Flashing Sheet: Match existing roof system; granular surfaced; suitable for application method specified, and as follows:
 - 1. Granule Color: White.

2.3 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
 - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.

- B. Roofing Adhesives: Insulation and membrane adhesives as recommended by the roofing manufacturer for cold applied application. When the ambient temperature is below 50°, store adhesives in a warm area (70° F±), for 24 hours prior to use.
- C. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
- D. Metal Flashing: "Sheet Metal Flashing and Trim."
- E. Flashing Granules: Ceramic coated roofing granules, No. 11 screen size with 100% passing No. 8 sieve, 98% of mass retained on No. 40 sieve, color to match roofing.
- F. Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.

2.4 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses required.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 - 2. 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.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

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

- A. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- B. Install one lapped base-sheet course and mechanically fasten to substrate according to roofing system manufacturer's written instructions.
- C. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
 - 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
- D. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches or more, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- G. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 - 1. Fasten insulation according to requirements in FM Approvals' "RoofNav" for specified Windstorm Resistance Classification.
 - 2. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.
- H. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints a minimum of 6 inches in each direction from joints of insulation below. Loosely butt cover boards together and fasten to roof deck. Tape joints if required by roofing system manufacturer.

3.4 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing" and as follows:
 - 1. Adhering Method: Cold applied.
 - 2. Number of SBS-Modified Asphalt Sheets: Two.
 - 3. Surfacing Type: M (mineral-granule-surfaced cap sheet).
- B. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Coordinate installation of 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. At end of each day's work, provide tie-offs 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. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
3. Remove and discard temporary seals before beginning work on adjoining roofing.

3.5 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing membrane sheet and 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.
- 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.

3.6 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof; secure to substrates according to roofing system manufacturer's written instructions, and as follows:
 1. Prime substrates with asphalt primer if required by roofing system manufacturer.
- B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.
 1. Seal top termination of base flashing with a strip of glass-fiber fabric set in asphalt roofing cement.
- C. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.

3.7 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation twice a month and upon completion.
 1. Notify Architect and Owner 48 hours in advance of date and time of inspection.

STATE OF DELAWARE
ROOF REPAIRS
NEW CASTLE COUNTY COURTHOUSE – PHASE 2

Addendum No. 1

- B. Roofing system will be considered defective if it does not pass tests and inspections.
 - 1. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.8 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during 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.

END OF SECTION 075220

PHOTOS REDACTED

