

**SPECIFICATIONS  
FOR  
SEAFORD SCHOOL DISTRICT  
SEAFORD MIDDLE SCHOOL ROOF COATING  
BID DOCUMENTS  
March 21, 2016**

**NOT FOR BIDDING PURPOSES**

Specifications Prepared By: StudioJAED  
Project Number: 14051  
Project Manager: Brian M. Zigmond, P.E., CEM

**NOT FOR BIDDING PURPOSES**

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**SPECIFICATIONS**

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**END OF SECTION**

**NOT FOR BIDDING PURPOSES**

**SECTION 00 01 15**

**LIST OF DRAWING SHEETS**

The following StudioJAED drawings are part of the design package and contain information essential to bidding the listed bid items.

**SHEET NO.**                      **SHEET TITLE**

**GENERAL:**

**G 1.0**                              **COVER**

**ARCHITECTURAL:**

**A3.1**                              **ROOF PLAN**

**END OF SECTION**

**NOT FOR BIDDING PURPOSES**

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**SECTION 00 10 00**

**LOCATION, DESCRIPTION, AND SCHEDULE OF WORK**

**1.01 LOCATION OF WORK**

- A. The work to be done under this Contract is located in the Seaford School District, at Seaford Middle School, 500 Stein Highway, Seaford DE 19973.

**1.02 DESCRIPTION**

1. Prepare existing built-up roof surfaces where identified on drawings, to receive new polyurethane coating per Section 07 01 51.
2. Repair all existing roof damage prior to coating roof per Section 07 01 51.
3. Install new polyurethane roof coating per Section 07 01 51 where identified on drawings.
4. Provide roof-drain protection during all construction activities to prevent ingress of construction debris and foreign materials. Drain protection shall be approved by Engineer and Owner prior to start of any roof work.

**1.03 SCHEDULE OF WORK**

- A. Time is of the essence for this project in order to meet the requirements of the students and staff at the school.
- B. The schedule below is to be considered when determining your bid for this project. No work will be permitted to be started earlier than indicated by this schedule. Purchase orders will be drawn in accordance with this schedule:
1. Substantial completion shall be obtained by August 5<sup>th</sup>, 2016.
  2. Working hours shall be Monday through Friday, beginning on June 8<sup>th</sup>, 2016.
  3. Coordinate all construction activities with Seaford School District Personnel and bussing requirements.
- C. Failure to comply with this schedule will result in liquidated damages being applied in the amount of \$100 / Day.

**END OF SECTION**

**NOT FOR BIDDING PURPOSES**

Seaford School District  
Seaford Middle School Roof Coating  
Architect/Engineer: StudioJAED  
Bid Documents

INVITATION TO BID  
00 11 13  
Job No. 14051  
March 21, 2016

INVITATION TO BID  
SEAFORD SCHOOL DISTRICT  
SEAFORD MIDDLE SCHOOL ROOF COATING

Sealed bids for the Seaford Middle School Roof Coating will be received by the Seaford School District until **1:00 p.m.**, local time, on **Wednesday, April 27<sup>th</sup>, 2016** at the Seaford School District Offices, 390 N. Market Street, Ext.. The bids will then be publicly opened and read aloud at the Seaford Buildings and Grounds Office adjacent to Seaford Middle School. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

The Project involves the installation of a polyurethane coating on existing built-up roofing.

Attention is called to the construction schedule as detailed in the Bid Documents (Section 00 10 00).

A mandatory pre-bid meeting will be held on **Tuesday, April 12<sup>th</sup> at 9:30 a.m.**, local time at the Seaford Buildings and Grounds Office, located behind the Seaford Middle School, for the purpose of establishing the listing of subcontractors, tour the facility, and to answer questions. Individuals may represent only one firm at this meeting. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE AT THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Seaford School District.

For further information please contact Brian M. Zigmond P.E., Project Manager, at StudioJAED Architects & Engineers, 2500 Wrangle Hill Road, Bear, DE 19701, Telephone: (302) 832-1652.

Prevailing Wage Rates, as described by Delaware Law, must be adhered to where applicable.

Contract documents can be obtained at Reprographics Center, Inc., 298 Churchmans Road, New Castle, DE, 19720, Phone: (302) 328-5019, Fax: (302) 328-5067, Email: [rci1@rciplot.com](mailto:rci1@rciplot.com) on or after **Monday, April 11<sup>th</sup> at 1:00 p.m.** for a cost of **\$30.00**. Checks should be made payable to StudioJAED. Prints requested by mail will have an additional shipping charge attached.

The proposals may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receipt of bids.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

Mr. Roy Whitaker  
Chief of Buildings & Grounds  
Seaford School District  
390 N. Market Street, Ext.  
Seaford, DE 19973

**NOT FOR BIDDING PURPOSES**

## **INSTRUCTIONS TO BIDDERS**

### **TABLE OF ARTICLES**

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7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

NOT FOR BIDDING PURPOSES

**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 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.

### 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. 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.’
- 4.1.12 Each bidder shall include signed Affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with OMB Regulation 4104- “Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects.” “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.
- 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."

#### 4.5 PREVAILING WAGE REQUIREMENT

4.5.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, 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 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.

4.5.3 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.

4.5.4 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.
- 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;
  - 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, 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. The successful Bidder shall provide two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. 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 effect for period of one year after the date of substantial completion.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, 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 on 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).

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  
OFFICE OF MANAGEMENT AND BUDGET

**00 40 10 - BID BOND**

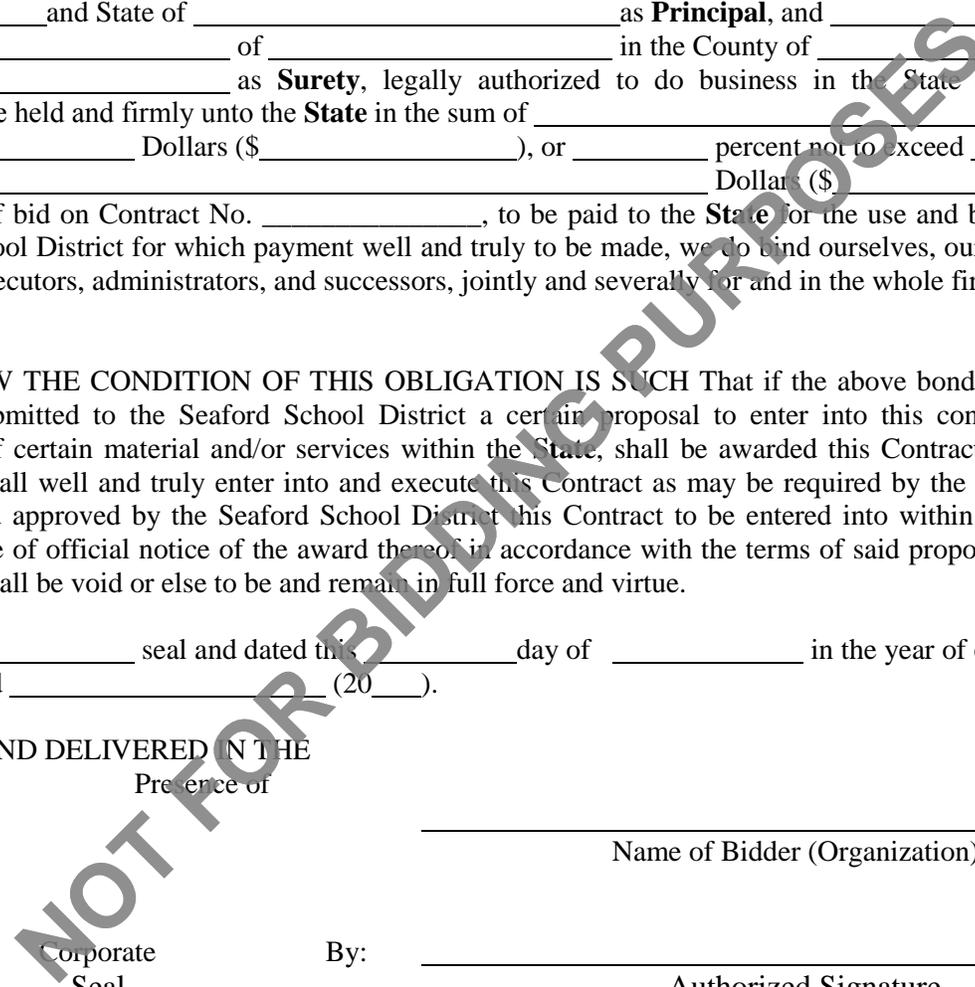
TO ACCOMPANY PROPOSAL

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 the  
Seaford School District 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 bonded **Principal**  
who has submitted to the Seaford School District 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 Seaford School District 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

**NOT FOR BIDDING PURPOSES**

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**00 40 20 - 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 Seaford School District (“**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, administrators, 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, 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, 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:

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**00 40 30 - 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 Seaford School District (“**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:

Seaford Middle School Roof Coating  
Seaford School District

**BID FORM**

**For Bids Due:** \_\_\_\_\_ **To:** State of Delaware – OMB / Division of Facilities Management  
540 S. Dupont Highway – Suite 1  
Dover, DE 19901

**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:

\$ \_\_\_\_\_  
(\$ \_\_\_\_\_ )

**ALTERNATES**

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

ALTERNATE No. 1: ~~Provide Roof Coating System on Area "D" on sheet A3.1~~

Add/Deduct: \_\_\_\_\_  
(\$ \_\_\_\_\_ )

ALTERNATE No. 2: ~~Provide Roof Coating System on Area "G" on sheet A3.1~~

Add/Deduct: \_\_\_\_\_  
(\$ \_\_\_\_\_ )

ALTERNATE No. 3: ~~Provide Roof Coating System on Area "F" on sheet A3.1~~

Add/Deduct: \_\_\_\_\_  
(\$ \_\_\_\_\_ )

BID FORM

ALTERNATE No. 4: Provide Roof Coating System on Area "I" on sheet A3.1

Add/Deduct: \_\_\_\_\_  
(\$ \_\_\_\_\_ )

ALTERNATE No. 5: Provide Roof Coating System on Area "M" on sheet A3.1

Add/Deduct: \_\_\_\_\_  
(\$ \_\_\_\_\_ )

UNIT PRICES

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

NOT USED.

ALLOWANCES

The following allowance is set aside for predicted scope on the project, to be verified and billed as the project conditions dictate:

ALLOWANCE #1: Include an allowance of \$10,000 for general repairs found during the course of the project.

NOT FOR BIDDING PURPOSES

**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 thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), 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 \_\_\_\_\_ Reading 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
- Affidavit(s) of Employee Drug Testing Program
- Bid Security
- Copy of Business License
- (Others as Required by Project Manuals)

**NOT FOR BIDDING PURPOSES**

**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.** This form must be filled out completely with no additions or deletions. **Note that all subcontractors listed below must have a signed Affidavit of Employee Drug Testing Program included with this bid.**

**Subcontractor Category**

**Subcontractor**

**Address (City & State)**

**Subcontractors tax payer ID #  
or Delaware Business license #**

1. ROOFING

**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 OMB PROJECT NUMBER MJ1002000009 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.**

**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

**Contractor/Subcontractor Name:** \_\_\_\_\_

**Contractor/Subcontractor Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Authorized Representative (typed or printed):** \_\_\_\_\_

**Authorized Representative (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_

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.**

## SUPPLEMENTARY GENERAL CONDITIONS A201-2007

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2007. 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.

### TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

## ARTICLE 1: GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

#### 1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

Add the following Paragraph:

1.1.2 In the event of conflict or discrepancies among and/or within the Contract Documents, the more detailed, robust, or cost-intensive solution shall be considered as the design intent.

#### 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.

#### 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

Delete Paragraph 1.5.1 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.”

Delete Paragraph 1.5.2 in its entirety.

## 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 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 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 two years 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 two years 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, the Contractor shall 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.

3.17 In the first sentence of the paragraph, insert "indemnify" between "shall" and "hold".

#### **ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

##### 4.2 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 judgment 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.

Add to Paragraph 4.2.13 "and in compliance with all local requirements." to the end of the sentence

#### **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 and 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.

##### 6.2 MUTUAL RESPONSIBILITY

6.2.3 In the second sentence, strike the word "shall" and insert the word "may".

## **ARTICLE 7: CHANGES IN THE WORK**

(SEE ARTICLE 7: CHANGES IN WORK IN 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**

8.3.1 Strike "arbitration" and insert "remedies at law or in equity".

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 Paragraphs:

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

9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1% of the initial contract amount.

### 9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 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.

### 9.7 FAILURE OF PAYMENT

In first sentence, strike "seven" and insert "thirty (30)". Also strike "binding dispute resolution" and insert "remedies at law or in equity".

### 9.8 SUBSTANTIAL COMPLETION

To Subparagraph 9.8.3- Add the following sentence:

"If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

9.8.5 In the second sentence, strike "shall" and insert "may".

## **ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.1.1.1 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.

10.1.2 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 10.3.6 in its entirety.

## **ARTICLE 11: INSURANCE AND BONDS**

### 11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

### 11.2 OWNER'S LIABILITY INSURANCE

Delete Paragraph 11.2 in its entirety.

### 11.3 PROPERTY INSURANCE

Delete Paragraph 11.3 in its entirety and replace with the following:

11.3 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. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following sentence: "The bonds will conform to those forms approved by the Office of Management and Budget."

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

12.2.2 AFTER SUBSTANTIAL COMPLETION

Add the following Paragraph:

12.2.2.1.1 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.

12.2.2.1 Strike "one" and insert "two".

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

12.2.5 In second sentence, strike "one" and insert "two".

**ARTICLE 13: MISCELLANEOUS PROVISIONS**

13.1 GOVERNING LAW

Strike "except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4."

13.6 INTEREST

Strike "the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located." Insert "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month."

13.7 TIME LIMITS ON CLAIMS

Strike the last sentence.

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.

#### **ARTICLE 15: CLAIMS AND DISPUTES**

- 15.1.2 Throughout the Paragraph strike "21" and insert "45".

##### 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 in its entirety.

##### 15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

- 15.2.5 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 15.2.6 and its subparagraphs in their entirety.

##### 15.3 MEDIATION

- 15.3.1 Strike "binding dispute resolution" and insert "any or all remedies at law or in equity".

- 15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement," Strike "binding dispute resolution" and insert "remedies at law and in equity".

##### 15.4 ARBITRATION

Delete Paragraph 15.4 and its sub-sections in its entirety.

**END OF SUPPLEMENTARY GENERAL CONDITIONS**

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, 2016

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.58	27.81	40.47
BOILERMAKERS	67.59	34.29	50.41
BRICKLAYERS	50.49	50.49	50.49
CARPENTERS	52.81	52.81	41.97
CEMENT FINISHERS	70.82	30.05	21.89
ELECTRICAL LINE WORKERS	44.90	38.50	29.36
ELECTRICIANS	65.10	65.10	65.10
ELEVATOR CONSTRUCTORS	83.06	63.69	31.54
GLAZIERS	69.30	69.30	55.95
INSULATORS	54.38	54.38	54.38
IRON WORKERS	61.20	61.20	61.20
LABORERS	43.60	43.60	43.60
MILLWRIGHTS	66.83	66.83	53.40
PAINTERS	46.72	46.72	46.72
PILEDRIVERS	72.97	38.86	31.43
PLASTERERS	29.47	29.47	21.84
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	50.85	55.34
POWER EQUIPMENT OPERATORS	61.36	61.36	43.28
ROOFERS-COMPOSITION	23.49	23.40	20.87
ROOFERS-SHINGLE/SLATE/TILE	18.16	18.07	16.98
SHEET METAL WORKERS	65.14	65.14	65.14
SOFT FLOOR LAYERS	49.77	49.77	49.77
SPRINKLER FITTERS	54.57	54.57	54.57
TERRAZZO/MARBLE/TILE FNRS	55.72	55.72	46.92
TERRAZZO/MARBLE/TILE STRS	63.98	63.98	54.33
TRUCK DRIVERS	28.39	27.10	20.68

CERTIFIED

3/21/16

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: 14051 Seaford Middle School Roof Design Services, Sussex County

**NOT FOR BIDDING PURPOSES**

## GENERAL REQUIREMENTS

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NOT FOR BIDDING PURPOSES

**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 including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

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

**ARTICLE 2: OWNER**  
(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

**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 Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.

- 3.13 During the contract Work, the Contractor and each listed Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104-“Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on “Large Public Works Projects”. “Large Public Works” is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

**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 in the form approved by the Office of Management and Budget. 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 material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (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 judgment 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 two (2) years 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 seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) 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.
- 5.1.5 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.

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 (15) 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 seven and one half percent (7.5%) on the subcontractors work. These mark-ups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc. No markup is permitted on the work of the subcontractors subcontractor. 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: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) 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: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) 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.3, 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 forfeit, 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 may 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 Section 6516, Title 29 of the Delaware Code annualized interest is 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.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

## 9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, 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. CONTRACTOR SHALL PROVIDE STATE OF DELAWARE APPROVED CRIMINAL BACKGROUND CHECKS ON ALL EMPLOYEES AND SUBCONTRACTORS THAT WILL BE ASSIGNED TO THE PROJECT.
- 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 the 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 or 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 \$1,000,000 \$1,000,000	for each person for each occurrence aggregate
Property Damage	\$500,000 \$1,000,000	for each occurrence aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$1,000,000	for each person 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 two years 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 two (2) years 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 in 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 two (2) years, 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

**NOT FOR BIDDING PURPOSES**

**EMPLOYEE DRUG TESTING REPORT FORM**

**Period Ending:** \_\_\_\_\_

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of employees who worked on the jobsite during the report period: \_\_\_\_\_

Number of employees subject to random testing during the report period: \_\_\_\_\_

Number of Negative Results \_\_\_\_\_ Number of Positive Results \_\_\_\_\_

Action taken on employee(s) in response to a failed or positive random test:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(typed or printed)

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**EMPLOYEE DRUG TESTING  
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of employee with positive test result: \_\_\_\_\_

Last 4 digits of employee SSN: \_\_\_\_\_

Date test results received: \_\_\_\_\_

Action taken on employee in response to a positive test result:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(typed or printed)

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**This form shall be sent by mail to the Owner within 24 hours of receipt of test results.**

**Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.**

## SECTION 02 41 00

### DEMOLITION

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Demolition of existing roofing including underlayment.
- B. Legal disposal of demolished items.

##### 1.02 RELATED REQUIREMENTS

- A. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- B. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of existing construction to remain; reinstallation of removed products.
- C. Section 07 01 50.19 - Preparation for Re-Roofing: Removal of existing roofing, roof insulation, flashing, trim, and accessories.

##### 1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2004.

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
  - 1. Indicate extent of demolition, removal sequence, and location and construction of barricades and fences.
  - 2. Identify demolition firm and submit qualifications.
  - 3. Include a summary of safety procedures.

##### 1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
  - 1. Minimum of 5 years of documented experience.
  - 2. Roof demolition to be by a roofing contractor.

##### 1.06 PROJECT CONDITIONS

- A. Minimize production of dust due to demolition operations; do not use water if that will result in flooding, sedimentation of public waterways or storm sewers, or other pollution.

#### PART 2 PRODUCTS

#### PART 3 EXECUTION

##### 3.01 SCOPE

- A. Remove portions of existing roofing as indicated on the Roof Plan:

##### 3.02 ROOF DEMOLITION

- A. Protect existing roofing to remain.
- B. Suppress dust from demolition.
- C. After exposure of roof deck, place underlayment in accordance with specification 07 31 13.

**3.06 DEBRIS AND WASTE REMOVAL**

- A. Contractor to provide a sequence plan of work for approval by Owner.
- B. Identify location of dumpsters on sequence plan of work.
- C. Remove debris, junk, and trash from site.
- D. Remove from site all materials not to be reused on site.
- E. Leave site in clean condition, ready for subsequent work.
- F. Do not allow wind-blown debris. Remove all loose debris at end of the day.

**END OF SECTION**

NOT FOR BIDDING PURPOSES

## SECTION 06 10 00

### ROUGH CARPENTRY

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Sheathing.

##### 1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim

##### 1.03 REFERENCE STANDARDS

- A. AFPA T10 - Wood Frame Construction Manual; American Forest and Paper Association; 2001.
- B. APA PRP-108/ APA PRP-108, Form B455 - Performance Standards and Qualification Policy for Structural-Use Panels; 2001
- C. ASTM A 153/A 153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2005.
- D. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2006a
- E. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2007.
- F. AWPA C2 - Lumber, Timber, Bridge Ties and Mine Ties -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2002.
- G. AWPA C9 - Plywood -- Preservative Treatment by Pressure Processes; American Wood-Preservers' Association; 2003.
- H. AWPA U1 - Use Category System: User Specification for Treated Wood; American Wood-Preservers' Association; 2007.
- I. ICC-ES AC308 - Acceptance Criteria for Water-Resistive Barriers; ICC Evaluation Service, Inc.; 2004.
- J. PS 1 - Structural Plywood; 2007.
- K. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005.
- L. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc.; 2002.
- M. WCLB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau; 2004, and supplements.
- N. WWPA G-5 - Western Lumber Grading Rules; Western Wood Products Association; 2005.

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.

### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

## PART 2 PRODUCTS

### 2.01 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.

### 2.02 CONSTRUCTION PANELS

- A. Roof Sheathing: APA PRP-108/APA PRPR-108, Form B455, Structural Rated Sheathing, Exterior Exposure Class on Exposure 1, and as follows:
  - 1. Span Rating: 24/16.

### 2.04 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M or Stainless Steel for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

## PART 3 EXECUTION

### 3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

### 3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: chims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

### 3.03 INSTALLATION OF CONSTRUCTION PANELS

- A. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.
  - 1. At long edges use sheathing clips where joints occur between roof framing members.
  - 2. At long edges provide solid edge blocking where joints occur between roof framing members.
  - 3. Screw and glue panels to framing; staples are not permitted.

### 3.04 TOLERANCES

- A. Variation from Plane (Other Than Floors): 1/4 inch in 10 feet maximum.

### 3.05 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 74 19.
  - 1. Comply with applicable regulations.

2. Do not burn scrap on project site.
  3. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system and ventilation system.

**END OF SECTION**

**NOT FOR BIDDING PURPOSES**

**NOT FOR BIDDING PURPOSES**

## SECTION 07 01 50.19

### PREPARATION FOR RE-ROOFING

#### 1.01 SECTION INCLUDES

- A. Partial removal of existing roofing system in preparation for a new roof shingle and membrane system.
- B. Legal disposal of demolished roof items.

#### 1.02 RELATED REQUIREMENTS

- A. Section 07 53 00: Elastomeric Membrane Roofing.

#### 1.03 REFERENCE STANDARDS

- A. ASTM C 208 - Standard Specification for Cellulosic Fiber Insulating Board; 1995 (Reapproved 2001).

#### 1.04 QUALITY ASSURANCE

- A. Materials Removal Firm Qualifications: Company specializing in performing the work of this section with minimum 10 years of documented experience.
- B. Coordinate the work with other affected mechanical and electrical work associated with roof penetrations. Owner to provide list of contacts for existing mechanical and electrical work.

#### 1.05 FIELD CONDITIONS

- A. Do not remove existing roofing membrane when weather conditions threaten the integrity of the building contents or intended continued occupancy.
- B. Maintain continuous temporary protection prior to and during installation of new roofing system.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Temporary Protection: Sheet 10 mil polyethylene or fiber reinforced plastic; provide weights to retain sheeting in position, or use battens and screws.
- B. Protection Board: ASTM C 208 cellulose fiber board, one face or both faces finished with mineral fiber, asphalt and kraft paper, with the following characteristics:
  - 1. Board Size: 48x48 ft.
  - 2. Board Thickness: 1 inch.
  - 3. Thermal Conductivity: K factor of 0.36.
  - 4. Board Edges: Square or Shiplapped.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Verify that existing roof surface is clear and ready for work of this section.

#### 3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose off site.

#### 3.03 MATERIAL REMOVAL

- A. Remove metal counter flashings or Fold up metal counter flashings to permit access to top edge of base flashings.
- B. Remove damaged portions of roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets, roof underlayment and insulation.
- C. Cut and lay flat any membrane blisters.
- D. Remove damaged insulation and fasteners, cant strips, blocking.
- E. Remove vapor retarder, sheathing paper, and underlay.
- F. Repair existing wood or steel deck surface to provide smooth working surface for new roof system.

#### **3.04 PROTECTION**

- A. Provide temporary protective sheeting over uncovered deck surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with temporary fasteners or temporary fasteners.
- C. Provide for surface drainage from sheeting to existing drainage facilities.
- D. Do not permit traffic over unprotected or repaired deck surface.

#### **3.05 SCHEDULES**

- A. Roof areas as indicated: Remove existing perimeter flashings, base flashings, counter flashings, vent stack flashings, roofing membrane, insulation, and vapor retarder.
- B. Label, remove, and store existing aluminum guard fence.
- C. Label, record entire lighting arrestor system, remove, and store.

**END OF SECTION**

NOT FOR BIDDING PURPOSES

## SECTION 07 90 05

### JOINT SEALERS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Sealants and joint backer rods.
- C. Accessories.

##### 1.02 RELATED REQUIREMENTS

- A. Section 07-62 00: Sealants required in conjunction with flashing.

##### 1.03 REFERENCE STANDARDS

- A. ASTM C 834 - Standard Specification for Latex Sealants; 2005.
- B. ASTM C 919 - Standard Practice for Use of Sealants in Acoustical Applications; 2002.
- C. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants; 2005.
- D. ASTM C 1193 - Standard Guide for Use of Joint Sealants, 2005a.
- E. ASTM D 1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber; 2000.
- F. ASTM D 1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell); 2005.
- G. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; [www.aqmd.gov](http://www.aqmd.gov).

##### 1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit two samples, 2 x 1/2 in size illustrating sealant colors for selection.
- D. LEED Report: Submit VOC content documentation for all non-preformed sealants and primers.
- E. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

##### 1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 10 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.

##### 1.06 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

### 1.07 COORDINATION

- A. Coordinate the work with all sections referencing this section.

### 1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Polyurethane Sealants:
  - 1. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 2. Bostik, Inc [www.bostik-us.com](http://www.bostik-us.com)
  - 3. BASF Construction Chemicals, Inc: [www.chemrex.com](http://www.chemrex.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Acrylic Sealants:
  - 1. Pecora Corporation; [www.pecora.com](http://www.pecora.com).
  - 2. Tremco, Inc [www.tremcosealants.com](http://www.tremcosealants.com).
  - 3. Bostik, Inc. [www.bostik-us.com](http://www.bostik-us.com).
- C. Preformed Compressible Foam Sealers and backer rods:
  - 1. Sandell Manufacturing Company, Inc: [www.sandellmfg.com](http://www.sandellmfg.com).
  - 2. Emseal Joint Systems, Ltd.
  - 3. Dayton Superior Corporation: [www.daytonsuperior.com](http://www.daytonsuperior.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.02 SEALANTS

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C 920, Grade NS, Class 25, Uses M, G, and A; single component.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Product: Dynaflo II manufactured by Pecora.
  - 3. Applications: Use for:
    - a. Control, expansion, and soft joints in masonry.
    - b. Joints between concrete and other materials.
    - c. Joints between metal frames and other materials.
    - d. Other exterior joints for which no other sealant is indicated.
- C. Type 2 - Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.

### 2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit

application.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

#### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter which might impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C 1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

#### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C 1193.
- C. Perform acoustical sealant application work in accordance with ASTM C 919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
  - 1. Width/depth ratio of 2:1.
  - 2. Neck dimension no greater than 1/3 of the joint width.
  - 3. Surface bond area on each side not less than 75 percent of joint width.
- F. Install bond breaker where joint backing is not used.
- G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- H. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- I. Tool joints concave.
- J. Exterior Expansion Joint Sealer: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.
  - 1. Compression Gaskets: Avoid joints except at ends, corners, and intersections; seal all joints with adhesive; install with face 1/8 to 1/4 inch below adjoining surface.
  - 2. Seal against building materials with manufacturer's recommended silicone sealant.

#### **3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

#### **3.05 PROTECTION**

- A. Protect sealants until cured.

**3.06 SCHEDULE**

- A. Exterior Joints for Which No Other Sealant Type is Indicated: Type 1; colors as selected.
- B. Lap Joints in Exterior Sheet Metal Work: Type 1.
- C. Butt Joints in Exterior Metal Work and Siding: Type 1.

**END OF SECTION**

**NOT FOR BIDDING PURPOSES**

SECTION 070151 - REHABILITATION OF MODIFIED BITUMEN MEMBRANES

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. This Section includes the following:
  - 1. Application of coating on modified bitumen membrane and flashing roof system.
- B. Alternates: Refer to Division 01 Section "Alternates" for description of Work in this Section affected by alternates.

1.3 MATERIALS OWNERSHIP

- A. Demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 ROOFING CONFERENCES

- A. Roofing Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to roofing system.
  - 1. Meet with Owner; roofing materials manufacturer's representative; roofing Installer including project manager and foreman, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.
  - 2. Review methods and procedures related to preparation, including membrane roofing system manufacturer's written instructions.
  - 3. Review temporary protection requirements for existing roofing system that is to remain, during and after installation.
  - 4. Review roof drainage during each stage of roofing and review roof drain plugging and plug removal procedures.
  - 5. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 6. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-coating.
  - 7. Review HVAC shutdown and sealing of air intakes.
  - 8. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
  - 9. Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.
  - 10. Review governing regulations and requirements for insurance and certificates if applicable.
  - 11. Review existing conditions that may require notification of Owner before proceeding.

1.5 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and

Waterproofing Manual" for definition of terms related to roofing work in this Section.

- B. Existing Roofing System: Modified Bitumen membrane roofing, and components and accessories between deck and roofing membrane.
- C. Roofing Coating Preparation: Existing roofing that is to remain and be prepared to accept restorative coating application.
- D. Patching: Removal of a portion of existing membrane roofing system from deck or removal of selected components and accessories from existing membrane roofing system and replacement with similar materials.
- E. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- F. Existing to Remain: Existing items of construction that are not indicated to be removed.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product specified.
  - 1. Indicate CRRC Compliance.
  - 2. Indicate Energy Star compliance.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Contractor's Product Certificate: Submit notarized certificate, indicating products intended for Work of this Section, including product names and numbers and manufacturers' names, with statement indicating that products to be provided meet the requirements of the Contract Documents.
- B. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency for components of roofing rehabilitation system.
- C. Warranties: Unexecuted sample copies of special warranties.
- D. Qualification Data: For Installer, Manufacturer, and Roofing Inspector.
  - 1. Letter written for this Project indicating manufacturer approval of Installer to apply specified products and provide specified warranty.
  - 2. Certificate indicating Installer is qualified in Project jurisdiction to perform asbestos abatement.
- E. Photographs or Video Recordings: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, which might be misconstrued as having been damaged by rehabilitation operations. Submit before Work begins.
- F. Inspection Reports: Daily reports of Roofing Inspector. Include weather conditions, description of work performed, tests performed, defective work observed, and corrective actions required and carried out.

#### 1.8 CLOSEOUT SUBMITTALS

- A. Maintenance Data: To include in maintenance manuals.
- B. Warranties: Executed copies of approved warranty forms.

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and certified by manufacturer, including a full-time on-site supervisor with a minimum of [five] years experience installing products comparable to those specified, able to communicate verbally with Contractor, Architect, and employees, and the following:
1. Qualified by the manufacturer to install manufacturer's product and furnish warranty of type specified.
  2. Licensed to perform asbestos abatement work in Project jurisdiction.
- B. Manufacturer Qualifications: Approved manufacturer listed in this Section, with minimum five year's experience in manufacture of specified products in successful use in similar applications.
- C. Approval of Other Manufacturers and Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:
1. Product data, including certified independent test data indicating compliance with requirements.
  2. Samples of each component.
  3. Sample submittal from similar project.
  4. Project references: Minimum of five installations of specified products not less than five years old, with Owner and Architect contact information.
  5. Sample warranty.
  6. Provide all material for Owner and Architect review at least 10 days prior to bid opening.
- D. Roofing Inspector Qualifications: A technical representative of manufacturer not engaged in the sale of products and experienced in the installation and maintenance of the specified roofing system, qualified to perform roofing observation and inspection specified in Field Quality Control Article, to determine Installer's compliance with the requirements of this Project, and approved by the manufacturer to issue warranty certification. The Roofing Inspector shall be one of the following:
1. Manufacturer's Technical Representative: An authorized full-time employee representative of manufacturer, experienced in the installation and maintenance of the specified roof restoration system and qualified to determine Installer's compliance with the requirements of this Project.
    - a. Contractor will engage a qualified manufacturer's technical representative for the entire length of the project.
    - b. The roof project 2 days per work week. Manufacturer's technical representative will be required to be on job site from the start of the work day to the completion of the work day.
    - c. On job site from the start of the work day to the completion of the work day.
    - d. Manufacturer's technical representative inspector shall perform roof inspections and tests and to prepare daily inspection and test reports.

1.10 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. Handle and store roofing materials, and place equipment in a manner to avoid significant or permanent damage to deck or structural supporting members.
- C. Protect materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting.

#### 1.11 PROJECT CONDITIONS

- A. Owner assumes no responsibility for condition of areas to be rehabilitated.
  - 1. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
  - 2. Contractor is responsible for conclusions derived from Owner's existing condition documents.
- B. Owner will occupy portions of building immediately below re-coating area. Conduct coating so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
- C. Protect building to be rehabilitated, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from rehabilitation operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Weather Limitations: Proceed with rehabilitation work only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.
- F. Hazardous Materials: It is not expected that hazardous materials such as asbestos-containing materials will be encountered in the Work.
  - 1. 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.

#### 1.12 WARRANTY

- A. Special Warranty for Roof Rehabilitation: Written warranty in which Manufacturer agrees to repair roof coating installations that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Membrane failures including rupturing, cracking, or puncturing.
    - b. Deterioration of membranes, coatings, metals, metal finishes, and other associated materials beyond normal weathering.
  - 2. Limit of Warranty Coverage for Repair of Roof Rehabilitation: Not to exceed original purchase price of manufacturer's coating materials, except that manufacturer may elect to apply the limit amount toward the following:
    - a. Purchase of a new replacement roof within the first 5 years following completion of rehabilitation work.
  - 3. Qualified Installer Requirement: Installer must meet requirements of Quality Assurance Article.
  - 4. Installation Inspection Requirement: By Roofing Inspector in accordance with requirements of Part 2 Field Quality Control Article.
  - 5. Annual Manufacturer Inspection and Preventive Maintenance Requirement: By manufacturer's technical representative, to report maintenance responsibilities to Owner necessary for preservation of Owner's warranty rights. The cost of manufacturer's annual inspections and preventive maintenance is included in the Contract Sum. Inspections to occur in Year 2, 5 and 10 following completion.
  - 6. Warranty Period: 15 years from date of completion of rehabilitation work.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis-of-Design Manufacturer/Product: The roof system specified in this Section is based upon products

of Tremco, Inc., Beachwood, OH, (800) 562-2728, [www.tremcoroofing.com](http://www.tremcoroofing.com) that are named in other Part 2 articles.

- B. Subject to compliance with requirements, provide the named product or an approved comparable product by one of the following:
  - 1. Sika Corporation.
  - 2. 3M Corporation.
- C. Source Limitations: Obtain components for roofing system from same manufacturer as membrane roofing or manufacturer approved by membrane roofing manufacturer.

## 2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide recoated 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.
  - 1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
- 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.
- C. FM Approvals Listing: Provide fluid-applied roofing, base flashings, and component materials that comply with requirements in FM Approvals 4450 and FM Approvals 4470 as part of a fluid-applied hybrid roofing system, and that are listed in FM Approvals' "Rofan" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals markings.
  - 1. Fire/Windstorm Classification: Class 1, 2, or 3.
  - 2. Hail Resistance Rating: SH.
- D. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- E. Fire-Resistance Ratings: Where indicated, provide fire-resistance-rated roof assemblies identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- F. Solar Reflectance Index: Not less than 105 when calculated according to ASTM E 1980 based on testing identical products by a qualified testing agency.
- G. Energy Star Listing: Provide roof coating that is listed on the U.S. Department of Energy's ENERGY STAR Roof Products Qualified Product List for low-slope roof products.
- H. Energy Performance: Provide roof panels with initial solar reflectance not less than 0.70 and emissivity not less than 0.75 when tested according to CRRC-1.
- I. Bio-Based Content: Provide roofing rehabilitation coating materials meeting requirements of USDA Bio-based Affirmative Procurement Program, with not less than 20 percent bio-based content.

## 2.3 MATERIALS

- A. General: Roofing materials recommended by roofing system manufacturer for intended use and

compatible with components of existing membrane roofing system.

- B. Temporary Roofing Materials: Selection of materials and design of temporary roofing is responsibility of Contractor.
- C. General: Provide adhesive and sealant materials recommended by roofing manufacturer for intended use and compatible with built-up roofing.
  - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.

#### 2.4 FLUID-APPLIED ROOFING MEMBRANE

- A. Polyurethane Elastomeric Fluid-Applied System: Two-coat reinforced fluid-applied roofing membrane formulated for application over prepared existing roofing substrate.
  - 1.
  - 2. Aliphatic Urethane Base Coat:
    - a. Basis of Design Product: Tremco, Alphaguard BIO Base Coat
    - b. Sikalastic 601 Base Coat.
    - c. Scotchkote Poly-Tech EC661.
  - 3. Aliphatic Urethane Top Coat: UV-stabilized, chemical-resistant top coat:
    - a. Basis of Design Product: Tremco, AlphaGuard BIO Top Coat.
    - b. Sikalastic 621 Top Coat by Sika.
    - c. Scotchkote Poly-Tech UV662 by 3M.
  - 4. Polyester Reinforcement:
    - a. Basis of Design Product: Tremco, AlphaGuard Polyester Mat.
    - b. Sikalastic Roofpro Polyester by Sika
    - c. Skotchkote Polyester by 3M
  - 5. Metal Surface Primer:
    - a. Basis of Design Product: Tremco, AlphaGuard M-Prime.
  - 6. Surface Primers:
    - a. Basis of Design Product: AlphaGuard Re-Prime by Tremco Inc.
    - b. Reactivation primer by Sika, Scotchkote urethane primer AP 670 by 3M.
    - c. Re-Prime primer to be used for tie-ins.
  - 8. Polyurethane Mastic:
    - a. Basis of Design Product: AlphaGuard Mastic by Tremco, Inc.

#### 2.5 FLUID-APPLIED ROOFING MEMBRANE COATING

- A. Polyurethane Elastomeric Fluid-Applied System: ASTM D 7311, elastomeric, two-coat single-component moisture triggered polyurethane fluid-applied roofing formulated for application to existing Modified Bitumen roofing, with the following minimum physical properties:
- B.
  - 1. Aliphatic Urethane Base Coat:
    - a. Asbestos Content, EPA/600/R-93/116: None.
    - b. Volatile Organic Compounds (VOC), ASTM D 3960: Less than 35 g/L.
    - c. Percent solids (by weight), ASTM D 1644: Not less than 88-90 percent.
    - d.

2. Aliphatic Urethane Top Coat: UV-stabilized, chemical-resistant top coat:
  - a. Asbestos Content, EPA/600/R-93/116: None.
  - b. Volatile Organic Compounds (VOC), ASTM D 3960: Less than 40 g/L.
  - c. Elongation at break, ASTM D 7311: Not less than 340 percent
  - d. Tensile Strength, ASTM D 7311: Not less than 1,400 lbf/sq. in.
  - e. Tear Resistance, ASTM D 7311: Not less than 150 lbf/in.
  - f. Accelerated Weathering, 5000 hour, ASTM D 7311: Pass, no cracking or checking.
  - g. Percent solids (by weight), ASTM D 1353: 88-90 percent.
  - h. Color: White, with Solar Reflectance Index meeting performance requirements.

- C. Polyester Reinforcement: 100% stitchbonded, polyester fabric that offers an unusual combination of high strength properties with good elongation for excellent resistance against thermal stress for fluid-applied membrane and flashing.

## 2.6 AUXILIARY ROOFING REHABILITATION MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with existing roofing system and roofing coating system.
- B. Structural Concrete/Masonry Primer: Two-component, 100 percent solids, epoxy penetrating primer for concrete deck surfaces.
  1. Basis of Design Product: Tremco, AlphaGuard C-Prime.
- C. Metal Surface Primer: Single-component, water based primer to promote adhesion of base coat to metal surfaces.
- D. Asphaltic Surfaces Primer: Single-component, multi-substrate primer to promote adhesion of base coat to surfaces recommended by manufacturer.
- E. Polyurethane Mastic: Single component, high solids, moisture curing, aromatic polyurethane mastic formulated to make repairs on a wide variety of roof and flashing surfaces.
- F. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, nonskinning, and nondrying.
- G. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.
- H. Metal Flashing Sheet: Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim".
- I. Joint Sealant: Single component, high solids, moisture curing polyurethane sealant recommended by coating manufacturer.
- J. Slip-Resistant Top Coat Aggregate: Silica sand, 20 - 40 mesh.
- K. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.
- L.

## 2.7 WALKWAYS

- A. Fluid Applied / Sand Walkway: One additional coat of Fluid Applied Aliphatic Urethane Top Coat with Sand broadcasted into Top Coat.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine existing roofing substrates, with Installer present, for compliance with requirements and for other conditions affecting application and performance of roof coatings
  1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance.
  2. Verify compatibility with and suitability of substrates.
  3. Verify that substrates are visibly dry and free of moisture.
  4. Verify that roofing membrane surfaces have adequately aged to enable proper bond with base coat.
  5. Verify that roofing membrane is free of blisters, splits, open laps, indications of shrinkage, and puncture damage or other indications of impending roof system failure.
  6. Application of coatings indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Protect existing roofing system that is indicated not to be coated, and adjacent portions of building and building equipment.
  1. Comply with warranty requirements of existing roof membrane manufacturer.
  2. Limit traffic and material storage to areas of existing roofing membrane that have been protected.
  3. Maintain temporary protection and leave in place until replacement roofing has been completed.
- B. Shut down air intake equipment in the vicinity of the Work in coordination with the Owner. Cover air intake louvers before proceeding with coating work that could affect indoor air quality or activate smoke detectors in the ductwork.
  1. Verify that rooftop utilities and service piping affected by the Work have been shut off before commencing Work.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  1. Do not permit water to enter into or under existing membrane roofing system components that are to remain.

### 3.3 ROOFING COATING PREPARATION

- A. Membrane Surface Preparation:
  1. Remove loose granules from roofing membrane and base flashings.
  2. Remove pavers from roofing membrane. Store and protect pavers for reuse. Discard cracked pavers.
  3. Remove blisters, ridges, buckles, roofing membrane fastener buttons projecting above the membrane and other substrate irregularities from existing roofing membrane that would inhibit application of uniform, waterproof coating.
  4. Repair membrane at locations where irregularities have been removed.
  5. Broom clean existing substrate.

6. Clean substrate of contaminants such as dirt, debris, oil, and grease that can affect adhesion of coating by power washing at minimum 2000 psi. Remove existing coatings if any. Allow to dry thoroughly.
7. Verify that existing substrate is dry before proceeding with application of coating. Spot check substrates with an electrical capacitance moisture-detection meter.

B. Roof Patching: Notify Owner each day of extent of roof tear-off proposed and obtain authorization to proceed.

1. Build-up isolated low spots on existing roofing membrane with coating manufacturer's recommended products to alleviate ponding.
2. Limited Roof Tear-Off: Where indicated, remove existing roofing membrane and other membrane roofing system components down to the deck. Fill in the tear-off areas to match existing membrane roofing system construction.
3. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.

### 3.4 PREPARATION OF EXISTING FLASHINGS

A. Existing Flashing and Detail Preparation: Repair flashings, gravel stops, copings, and other roof-related sheet metal and trim elements. Reseal joints, replace loose or missing fasteners, and replace components that cannot be repaired to weathertight and like-new condition.

1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris, and prepare for application of re-coating system.
2. Do not damage metal counterflashings that are to remain. Replace damaged metal counterflashings with counterflashings specified in Division 07 Section "Sheet Metal Flashing and Trim."
3. Roof Drains: Remove drain strainer and clamping ring. Grind metal surfaces down to clean, bare, metal. Prime metal surfaces with manufacturer's recommended primer.

### 3.5 FLUID-APPLIED FLASHING APPLICATION

A. Fluid-Applied Flashing and Detail Base Coat Application: Complete base coat and fabric reinforcement at parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane. Apply base coat and fabric reinforcement in accordance with manufacturer's written instructions.

1. Extend coating on base flashing vertical and horizontal surfaces.
2. Back roll to achieve minimum wet mil coating thickness of 48 mils unless otherwise recommended by manufacturer; verify thickness of base coat as work progresses.
3. Embed fabric reinforcing into wet base coat at base flashing seams. Extend fabric reinforcing over base flashing seams a minimum of 4 inches. Lap adjacent flashing pieces of fabric minimum 3 inches along edges and 6 inches at end laps.
4. Roll surface of fabric reinforcing to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
5. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of fabric reinforcement immediately into wet base coat and roll to fully embed and saturate fabric. Reinstall clamping ring and strainer following application of top coat. Replace broken drain ring clamping bolts.
6. Allow base coat to cure prior to application of top coat.
7. Following curing of base coat and prior to application of top coat, sand raised or exposed edges of fabric reinforcement.

B. Fluid-Applied Flashing and Detail Top Coat Application: Apply top coat uniformly in a complete installation to flashings.

1. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the

- base coat application, using manufacturer's recommended primer.
2. Apply top coat to flashings extending coating up vertical surfaces and out onto horizontal surfaces 4 inches. Install top coat over field base coat and spread coating evenly.
3. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

### 3.6 FLUID-APPLIED MEMBRANE APPLICATION

- A. Surface Priming: Prime only smooth surfaced surfaces to receive fluid-applied coating using coating manufacturer's recommended product for surface material. Apply at application rate recommended by manufacturer.
  1. Ensure primer does not puddle and substrate has complete coverage.
  2. Allow to cure completely prior to application of coating.
- B. Base Coat: Apply base coat in accordance with manufacturer's written instructions. Back roll to achieve minimum wet mil coating thickness of 48 mils unless otherwise recommended by manufacturer; verify thickness of base coat as work progresses.
  1. Apply base coat on prepared and primed surfaces and spread coating evenly.
  2. Embed fabric reinforcing into wet base coat at membrane seams. Extend fabric reinforcing over membrane seams a minimum of 4 inches. Lap adjacent flashing pieces of fabric minimum 3 inches along edges and 6 inches at end laps.
  3. Roll surface of fabric reinforcing fabric to completely embed and saturate fabric. Leave finished base coat with fabric free of pin holes, voids, or openings.
  4. Allow base coat to cure prior to application of top coat.
  5. Following curing of base coat and prior to application of top coat, sand raised or exposed edges of fabric reinforcement.
- C. Top Coat: Apply top coat uniformly in a complete installation to field of roof and flashings.
  1. Prime base coat prior to application of top coat if top coat is not applied within 72 hours of the base coat application, using manufacturer's recommended primer.
  2. Apply top coat to flashings extending coating up vertical surfaces and out onto horizontal surfaces 4 inches. Install top coat over field base coat and spread coating evenly.
  3. Back roll to achieve wet mil thickness of 32 mils unless otherwise recommended by manufacturer.
  4. Avoid foot traffic on new fluid-applied membrane for a minimum of 24 hours.

### 3.7 WALKWAY INSTALLATION

- A. Install walkways following application of coating. Locate as indicated, or as directed by Owner.
- B. Walkways (Slip-Resistant Walkway Topcoat) - Apply walkway second topcoat and sand following application and curing of top coat according to manufacturer's written instructions in locations indicated, to form walkways.
  1. Form walkway using second topcoat and sand in 3 foot x 4 foot sections. Space walkway sections 2 inches (50 mm) apart for water drainage.
  2. Mask walkway location with tape.
  3. Prime first top coat prior to application of walkway top coat if walkway top coat is not applied within 72 hours of the first top coat application, using manufacturer's recommended primer.
  4. Apply second topcoat at 1-1/2 gallons per 100 sq. ft. over first topcoat and primer, if required. Back roll to achieve wet mil thickness of 20 mils unless otherwise recommended by manufacturer.
  5. Broadcast 20 to 30 lbs. per 100 sq. ft. of Slip-Resistant Top Coat Aggregate in wet top coat.
  6. Back roll sand and top coat creating even dispersal of sand. Remove masking immediately.
  - 7.
  - 8.

3.8 FIELD QUALITY CONTROL

- A. Roofing Inspector: Owner will engage a qualified roofing inspector to perform roof tests and inspections and to prepare test reports.
- B. Roof Inspection: Contractor shall engage roofing system manufacturer's technical personnel to inspect roofing installation, and submit report to the Architect. Notify Architect or Owner 48 hours in advance of dates and times of inspections. Inspect work as follows:
  - 1. Upon completion of preparation of first component of work, prior to application of re-coating materials.
  - 2. Following application of re-coating to flashings and application of base coat to field of roof.
  - 3. Upon completion of re-coating but prior to re-installation of other roofing components.
- C. Repair fluid-applied membrane where test inspections indicate that they do not comply with specified requirements.
- D. Arrange for additional inspections, at Contractor's expense, to verify compliance of replaced or additional work with specified requirements.

3.9 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period.
- B. Correct deficiencies in or remove coating that does not comply with requirements, repair substrates, and reapply coating.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.10 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
  - 1. Owner: \_\_\_\_\_
  - 2. Address: \_\_\_\_\_
  - 3. Building Name/Type: \_\_\_\_\_
  - 4. Address: \_\_\_\_\_
  - 5. Area of Work: \_\_\_\_\_
  - 6. Acceptance Date: \_\_\_\_\_
  - 7. Warranty Period: \_\_\_\_\_
  - 8. Expiration 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 74 mph (33 m/s);
  - 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 by:

1. Authorized Signature: \_\_\_\_\_
2. Name: \_\_\_\_\_
3. Date: \_\_\_\_\_

- END OF SECTION 070151 -